REQUEST FOR APPLICATIONS (RFA) # 0721-07

District of Columbia Office of the Chief Technology Officer Unified Communications Center (UCC)

Department of Human Services Early Care and Education Administration

FY 2007

UCC Child Development Center Operation



DHS/ECEA invites the submission of applications for funding through the U.S. Department of Health and Human Services Early care and education and Development Fund Block Grant.

Announcement Date:

RFA Release Date:

Pre-application Conference Date:

June 08, 2006

June 19, 2006

July 10, 2006

Application for Submission Deadline: July 21, 2006 2:00 PM, EDT

LATE APPLICATONS WILL NOT BE FORWARDED TO THE REVIEW PANEL

NOTICE

PRE-APPLICATION CONFERENCE



WHEN: Monday, July 10, 2006

WHERE: UCC Child Development Center

2720 Martin Luther King Jr. Avenue, SE

1st Floor

Washington, DC 20032

TIME: 2:00 PM - 5:00 PM

Contact Person: Barbara Ferguson Kamara

Administrator

Early Care and Education Administration

717 14th Street, NW Washington, DC 20005

Phone: (202) 727-1839 Fax: (202) 724-7229

Email: kamara.barbara@dc.gov

Please RSVP to the Early Care and Education Administration (ECEA) no later than Thursday July 6, 2006 as seating is limited. You may RSVP via telephone to Ayanna Nahmias, Project Manager, (202) 645-9340, or via email at Ayanna.Nahmias@dc.gov.

TABLE OF CONTENTS

SECTIO	NA: GENERAL INFORMATION	4
A.1	INTRODUCTION	4
A.2	ELIGIBLE ORGANIZATIONS/ENTITIES	5
A.3	MANDATORY SITE VISIT	
A.4	ADDRESS APPLICATIONS TO:	5
A.5	CHECKLIST FOR APPLICATIONS	
A.6	ELECTRONIC COPY OF PROPOSALS FOR FOIA	
CECTIO	N B: GRANTS FOR SERVICES AND COST	-
SECTIO	N B: GRANTS FOR SERVICES AND COST	
B.1	REQUIREMENTS	
B.2	USE OF FUNDS	
B.3	FINANCIAL DATA	
B.4	SERVICE CONTRACT ACT ASSUMPTIONS	10
SECTIO	N C: PROGRAM SCOPE	11
C.1	PROGRAM SCOPE	11
C.1 C.2	TARGET POPULATION	
C.2 C.3	FACILITY DESCRIPTION	
C.3 C.4	PERSONNEL HIRING AND QUALIFICATIONS	14 1 <i>5</i>
C.4 C.5	CENTER STAFF	
C.5 C.6	RISK MANAGEMENT AND QUALITY ASSURANCE	
C.7	APPLICABLE DOCUMENTS AND INDUSTRY STANDARDS	
C.7	CORE HOURS.	
C.9	USE OF LIVE INTERNET VIEWING SERVICE	
C.10	PROGRAM DEVELOPMENT AND CONSTRAINTS	
C.10	CURRICULUM AND PROGRAM	
C.11	HEALTH, HYGIENE AND SAFETY	
	N D: GENERAL BUILDING REQUIREMENTS	
D.1	CDC BUILDING OPERATING PLAN	
D.2	COMPONENTS OF THE OPERATING PLAN	
D.3	REVISIONS/UPDATES TO THE CDC BUILDING OPERATING PLAN	
D.4	FACILITY AND EQUIPMENT REQUIREMENTS	
D.5	INVESTIGATION OF EXISTING CONDITIONS	
D.6	EQUIPMENT INVENTORY	
D.7	PREVENTIVE MAINTENANCE (PM) STANDARD	
D.8	REPAIRS	
D.9	WARRANTIES	
D.10	SERVICE CALL DESK	
D.11	DOORS AND RAMPS	
D.12	LAWN CARE	
D.13	PARKINGPROVIDER FURNISHED SUPPLIES, MATERIALS AND EQUIPMENT	
D.14	· · · · · · · · · · · · · · · · · · ·	
D.15	TELEPHONE DISTRICT FURNISHED PROPERTY	
D.16	OFFICE, KITCHEN AREA, MULTI-PURPOSE ROOM, STORAGE SPACE	
D.17		
D.18 D.19	FURNITURE AND FURNISHINGSCOMPLIANCE WITH DISTRICT AND DISTRICT OF COLUMBIA CODES	
SECTIO	N E: INSPECTION AND ACCEPTANCE	29
E.1	INSPECTION OF SERVICES	29
E.2	QUALITY ASSURANCE	29

E.3	QUALITY INSPECTION	30
SECTIO	ON F: DELIVERIES OR PERFORMANCE	30
F.1	TERM OF GRANT	30
F.2	OPTION PERIODS	
F.3	OPTION TO EXTEND THE TERM OF THE GRANT	
F.4	AWARD PERIOD	
F.5	DELIVERIES OR PERFORMANCE	31
F.6	REPORTS	
SECTIO	ON G: GRANT ADMINISTRATION DATA	33
G.1	GRANT PAYMENT	
G.2	ASSIGNMENT OF GRANT PAYMENTS	
G.3	GRANT ADMINISTRATOR	33
G.4	AUTHORIZED CHANGES BY THE GRANT ADMINISTRATOR	
G.5	GRANT COMPLETION OR TERMINATION	
SECTIO	N H: SPECIAL GRANT REQUIREMENTS	
H.1	HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES	
H.2	DEPARTMENT OF LABOR WAGE DETERMINATIONS	
H.3	PUBLICITY	
H.4	FREEDOM OF INFORMATION ACT (FOIA)	
H.5	FIRST SOURCE EMPLOYMENT ACT	
H.6	PROTECTION OF PROPERTY	
H.7	AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)	
H.8	SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED.	
H.9	DISTRICT RESPONSIBILITIES	
H.10	SECURITY CLEARANCE REQUIREMENTS	
H.11	STANDARDS OF CONDUCT	
H.12	RECORDING PRESENCE	
H.13	GRANT MANAGER	
H.14	SUPERVISION OF WORKORDINANCES, TAXES, PERMITS AND LICENSES	
H.15 H.16	ACCESSIBILITY OF RECORDS	
H.17	OTHER CONTRACTORS/SUBCONTRACTORS	
H.18	AUDITS, RECORDS, AND RECORD RETENTION	
H.19	COPIES OF THE PROVIDER'S PAYROLLS	
H.20	CONFLICT OF INTEREST	
	ON I: GRANT CLAUSES	
I.1	GRANTS THAT CROSS FISCAL YEARS	43
I.2	CONFIDENTIALITY OF INFORMATION	
I.3	TIME	
I.4	RIGHTS IN DATA	
I.5	OTHER GRANTEES	
I.6	SUBGRANTEES	
I.7	INSURANCE	
I.8	EQUAL EMPLOYMENT OPPORTUNITY	47
I.9	ORDER OF PRECEDENCE	47
SECTIO	ON J: LIST OF ATTACHMENTS	47
SECTIO	ON K: REPRESENTATIONS AND CERTIFICATIONS OF APPLICANTS	47
K.1	AUTHORIZED NEGOTIATORS	
K.2	CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS.	
K.3	BUY AMERICAN CERTIFICATION	

K.4	CERTIFICATION OF INDEPENDENT PRICE DETERMINATION	48
K.5	TAX CERTIFICATION	49
K.6	CERTIFICATION OF ENVIRONMENTALLY PREFERABLE PRODUCTS	49
K.7	CERTIFICATION REGARDING A DRUG FREE WORKPLACE (JULY 1990)	49
K.8	EMPLOYMENT AGREEMENT	
SECTIO	N L: INSTRUCTIONS AND NOTICES TO APPLICANTS	51
L.1	GRANT/CONTRACT AWARD	51
L.2	APPLICATION FORMAT	
L.3	DESCRIPTION OF APPLICATION SECTION	52
L.4	PRE-APPLICATION MEETING	
L.5	EXPLANATION TO PROSPECTIVE APPLICANTS	
L.6	FAILURE TO SUBMIT OFFERS	56
L.7	RESTRICTION ON DISCLOSURE AND USE OF DATA	
L.8	PROPOSALS WITH OPTION YEARS	57
L.9	APPLICATION PROTESTS	57
L.10	SIGNING OF OFFERS	57
L.11	UNNECESSARILY ELABORATE PROPOSALS	57
L.12	RETENTION OF PROPOSALS	58
L.13	APPLICATION COSTS	58
L.14	CERTIFICATES OF INSURANCE	58
L.15	ACKNOWLEDGMENT OF AMENDMENTS	58
L.16	BEST AND FINAL OFFERS	58
L.17	LEGAL STATUS OF APPLICANT	59
L.18	FAMILIARIZATION WITH CONDITIONS	59
L.19	RESPONSIBILITY FOR ASSESSING THE FACILITY	59
L.20	DRAWINGS AND SPECIFICATIONS	60
SECTIO	N M: EVALUATION FACTORS	60
M.1	EVALUATION FOR AWARD	60
M.2	NUMERIC RATING SCALE	60
M.3	EVALUATION OF PROPOSALS	
M.4	APPLICATION FACTORS AND WEIGHT	61

District of Columbia Department of Human Services Early Care and Education Administration Request for Applications (RFA) # 0721-07

The Unified Communications Center (UCC) Child Development Center

SECTION A: GENERAL INFORMATION

A.1 INTRODUCTION

- A.1.1 The Department of Human Services (DHS), Early Care and Education Administration (ECEA) is the lead agency in the District of Columbia responsible for providing early care and education services for the District of Columbia. Additionally, ECEA provides services to families that cannot afford quality early care and education at market prices, and that need early care and education at non-traditional hours, such as early mornings, overnight, weekends, and holidays. All references in this document to the "District" or the "District of Columbia Government" refer to all District government agencies involved in the program management and licensure of this facility.
- A.1.2 The UCC Child Development Center (CDC) is a newly constructed facility and shall provide services to the children of UCC employees, other District government employees, and Ward 8 families whose children are ages six (6) weeks to five (5) years. It will be located at 2720 Martin Luther King Jr. Avenue, SE, Washington, DC 20032.
- A.1.3 Information about the UCC Child Development Center (CDC), administrative organization, program expectations, and all other details are contained in this RFA # 0721-07. The Review Panel consisting of representatives from the lead agency, Early Care and Education Administration.
- A.1.4 The ECEA in consultation with the Office of Unified Communications (OUC), the primary agency whose employees will use the Center, shall select the early care and education Provider from responsive applications to this RFA # 0721-07.
- A.1.5 The UCC Child Development Center (CDC) for infants, toddlers, and preschoolers will offer essential services for working parents. The CDC must seek strong working partnerships with parents and offer a warm, loving, safe and secure environment for children. The CDC must provide stimulating, developmentally appropriate and happy learning experiences that contribute to the unique development of each child. The curriculum may be enhanced by expanded opportunities such as field trips, and may include additional activities such as creative movement, music, and computer.

A.1.6 It is the belief of the District that children in child development centers benefit from programs that offer a socioeconomic mix of children and staff. The CDC should celebrate cultural differences and build children's pride in their families and cultural heritage. The CDC should integrate children with special needs in its program.

- A.1.7 Parents should be welcomed observers and contributors to this program, including having the option to lunch with children, if desired. The CDC should have clear provisions for effective parent/staff communication. The CDC should view itself as supporting parents' lives, rather than limiting parents' involvement in the program. The CDC should also make use of other resources in the community, such as schools, social service organizations, and community health agencies.
- A.1.8 The District of Columbia's Department of Human Services (DHS) Early Care and Education Administration (ECEA) has a deep commitment to creating a high quality child development program, and has chosen to use NAEYC accreditation as its major indicator of quality. The organization selected to manage the CDC must begin seeking accreditation by the end of the second year of operation and maintain the accreditation for the life of the contract. In addition, the District is seeking a provider with high ethical standards and a track record of integrity in its client relationships.

A.2 ELIGIBLE ORGANIZATIONS/ENTITIES

A.2.1 Applications shall be accepted from licensed early care and education provider organizations in good standing, with experience operating Employer Sponsored Child Development Centers for federal or local government entities, Fortune 500 companies, 24x7 Call Centers, Hospitals or large complex business enterprises whose employees work non-traditional, shift and extended hours. Applicants must have knowledge of the District of Columbia Grant Funding process.

A.3 MANDATORY SITE VISIT

A.3.1 A mandatory site visit will be scheduled at the sites of the Unified Communications Center (UCC) and the Child Development Center (CDC), 2720 Martin Luther King Jr. Avenue, SE, Washington, DC 20032 on Monday, July 10, 2006 from 2:00 pm to 5:00 pm.

A.4 ADDRESS APPLICATIONS TO:

A.4.1 Ms. Priscilla Burnett
Department of Human Services
Office of Grants Management
64 New York Avenue, NE; 6th Floor
Washington, DC 20002

Phone: (202) 671-4407 Fax: (202) 671-4326

A.5 CHECKLIST FOR APPLICATIONS

- A.5.1 The Applicant organization/entity has responded to all sections of the Request for Applications.
- A.5.2 The Applicant organization/entity has provided five (5) client references, including the names, address, and phone number for each contact; include at least one (1) reference from a client in a similar industry, and one (1) for whom your organization manages a comparably-sized program.
- A.5.3 The Qualifications/Background of Provider, found in Attachment J.1.7, contains all the information requested and is placed at the front of the application.
- A.5.4 The Certifications and Assurances listed in Attachments J.1.11a and J.1.11b are complete and contain the requested information.
- A.5.5 The Department of Health (DOH) Licensing Checklist list in Attachment J.1.12 has been reviewed and the applicant acknowledges by submitting a proposal that it is able to meet all outlined requirements for licensing.
- A.5.6 The Application is submitted with two (2) original receipts, found in Attachment J.1.14, attached to the outside of the envelope or package for DHS' approval upon receipt.
- A.5.7 The Work Plan is complete and complies with the format found in Attachment J.1.8 of the RFA.
- A.5.8 The Staffing Plan is complete and complies with the format found in Attachment J.1.9 of the RFA.
- A.5.9 The Program Budget is complete and complies with the format found in Attachment J.1.10 of the RFA. The budget narrative is complete and describes the category of items proposed.
- A.5.10 The Applicant organization/entity has referenced Definitions/Acronyms pertaining to this grant found in Attachment J.1.18 of the RFA.
- A.5.11 The Applicant has read and signed the Statement of Confidentiality found in Attachment J.1.19 of the RFA, and has submitted signed copies for all staff who will work on this project.
- A.5.12 The application is printed on 8 ½ by 11-inch paper, double-spaced, on one side, using 12 point-type with one-inch margins.

- A.5.13 The program narrative section is complete and is within the 20-page limit for this section of the RFA submission.
- A.5.14 The applicant is submitting six (6) copies of the application: the required original and five (5) copies.
- A.5.15 The application format conforms to the guide listed in Section L.2 Application Format of this RFA.
- A.5.16 The appropriate appendices, including program descriptions, staff qualifications, individual resumes, licenses, and other supporting documentation are enclosed.
- A.5.17 The application is submitted to the Department of Human Services, Early Care and Education Administration no later than 2:00 pm, EDT, on the deadline date of July 21, 2006.

A.6 ELECTRONIC COPY OF PROPOSALS FOR FOIA

A.6.1 In addition to other Application submission requirements, the successful Applicant must submit an electronic copy of its Application, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the grant, subject to applicable FOIA exemption under Section 2-534(a)(1).

SECTION B: GRANTS FOR SERVICES AND COST

B.1 REQUIREMENTS

B.1.1 The Provider shall provide all management, supervision, labor, materials, supplies, and equipment (except as otherwise provided), and shall plan, schedule, coordinate and assure effective performance of UCC Child Development Center as described herein.

B.2 USE OF FUNDS

B.2.1 Grant funds shall only be used to support start-up activities outlined in the Program Scope, Section C of this RFA # 0721-07.

B.3 FINANCIAL DATA

B.3.1 Detailed Budget Narrative: A detailed budget narrative should also be provided that includes the following:

- B.3.1.1 Evidence of your organization's financial stability.
- B.3.1.2 Most recent Annual Report.
- B.3.1.3 Certified financial statements.
- B.3.1.4 A three (3) year operating budget for the full-service child development program, operating eighteen (18) hours per day, Monday through Sunday. The ongoing replacement of Center supplies and small furniture and equipment shall be included in the operating budget. Provide a proposed budget and detailed narrative for the Center's start-up expenses using the formats below to present the budget.
- B.3.1.5 Anticipated benefits and payroll taxes.
- B.3.1.6 Anticipated food costs.
- B.3.1.7 Cost for purchase of live web viewing software to enable parents of children at the CDC to observe in real-time their children's classrooms over the DC-Net Intranet.
- B.3.1.8 If staff members are being paid from other source of funds, their time on the project shall be referred to as donated services (i.e., inkind, local share and applicant share). Applicants should include any matching requirements, either case or in-kind.
- B.3.1.9 Any administrative fees (overhead recovery) for non-Center personnel or Center support services that have been included in the budgets. Describe these in detail.
- B.3.1.10 The provider shall enter into a rent-free lease agreement with the District of Columbia government for use of the facility.
- B.3.1.11 The applicant shall detail their experience in handling multiple funding streams. Explanations shall demonstrate how various funding streams shall be differentiated in the accounting process so that these figures/dollars shall be easily compiled into any required funding reports, e.g. Federal, DC government, various foundations and corporations, including the Board of Directors.
- B.3.2 The application shall include tuition rates <u>per day</u> for each age group. The application shall include a rate table by age to include a daily rate table for eligible parents, but shall total the full tuition for the provider. Payment policy should include late fee. The provider shall be prepared to collect financial information from parents and calculate a Tier Rate Fees table.

B.3.3 Approximately three hundred and fifty (350) employees of the Office of Unified Communications (OUC), the tenant agency, shall utilize the Center at a reduce rate. The Provider may aggressively market the Center to the approximately thirty thousand (30,000) employees of all other District government agencies, who shall be assessed tuition rates/fees at market rate.

B.3.4 Proposed parent fees by age group presented in the following table format.

Proposed Monday-Sunday Tuition Rates Based on 18-Hours per Day				
	OUC/Client All other DC Government Employee Rates			
Age Group	Weekly	Monthly	Weekly	Monthly
Infants	\$	- \$	- \$	- \$ -
Young Toddlers		-	_	
Older Toddlers		-	-	
Preschool 1		_	_	
Preschool 2		-	=	-
Weighted Average	\$	- \$	- \$	- \$ -

B.3.5 Number of full-time equivalents (FTEs) teaching staff, broken out by month and by age group using the following format:

Proposed FTE Teaching Staff Based on 18-Hours per Day					
Age Group Month 12 Month 24 Month 36					
Infants					
4 Infant Caregivers					
Young Toddlers					
5 Caregivers					
Older Toddlers					
2 Teachers					
2-3 Assistant Teachers					
Preschool 1					
2 Teachers					
2-3 Assistant Teachers					
Preschool 2					
1 Teacher					
1 Assistant Teacher					
Total					

B.3.6 Number of administrative FTE's by position at mature enrollment of 85% in Month 24.

B.3.7 Anticipated salaries and wages by position. Include detailed information on the staffing levels that have been assumed in the proposed budget.

Full-Time Equivalent Staffing Configuration				
	Annual/Hourly Pay Rate	FTE	Percentage	
Position	(Year 1)	Staff	in Ratio	
Director	Annually \$0 (+ Bonus)	0.0	0%	
Program Coordinator	\$0 Annually	0.0	0%	
Administrative Assistant	\$0 Annually	0.0	0%	
Prep Cook	\$0 Annually	0.0	0%	
Lead Teacher (Core Program)	\$0 Per Hour	0.0	100%	
Teacher (Core Program)	\$ Per Hour	0.0	100%	
Assistant Teacher (Core Program)	\$ Per Hour	0.0	100%	
Caregivers (Core Program)	\$ Per Hour	0.0	100%	
Additional Bonuses (as applicable)	Non-Director \$Bonuses			
Average Teacher Wage (per Hour)	\$ Total Staff FTE's	0.0		

B.3.8 Furniture, Fixtures, and Equipment Costs

Furniture, Fixtures, and Equipment		
84 Capacity - Overall Operations		
Exterior Playground Equipment	\$0	
Furniture and Fixtures	\$	
Classroom and Start-Up Supplies	\$	
Curriculum Computers	\$	
Computer Equipment	\$	
Other Capital (Please describe.)	\$	
Subtotal Furniture, Fixtures, and Equipment	\$	

B.3.9 Pre-Opening Expenses: The District of Columbia government shall provide a \$150,000 grant to the responsive applicant that shall be used to cover all pre-opening expenses. Provide a proposed budget and detailed narrative for each line item included in the Center's pre-opening expenses.

B.4 SERVICE CONTRACT ACT ASSUMPTIONS

B.4.1 Provider shall ensure that it and its sub grantees pay the minimum hourly wages and fringe benefits established by the Administrator, Wage and Hour Division, U.S. Department of Labor for the entire performance period of the grant. The minimum wage rates and fringe benefits applicable to the initial period of performance of two (2) years outlined in Attachment J.1.1, Wage Determination No.: 1994-2103, Revision No. 30.

B.4.2 After the completion of the initial two (2) year period of performance, grant price(s) will be adjusted upward or downward effective on each anniversary date of the grant in accordance with the clause contained in Part II, Section I, FAR 52.222-44, FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MAY 1989), with the incorporation of an updated wage determination.

SECTION C: PROGRAM SCOPE

C.1 PROGRAM SCOPE

- C.1.1 DHS/ ECEA seeks to provide a grant to an organization capable of providing services at the Unified Communications Center (UCC) Child Development Center (CDC) located at 2720 Martin Luther King Jr. Avenue, SE, Washington, DC. The proposed site contains 9,128 net square feet of program space. The CDC shall provide high quality, developmentally appropriate early care and education for a maximum of eighty-four (84) children from infant to Preschool, seven (7) days per week, twenty-three (23) hours a day with a minimum of eighteen (18) hours a day of operation during the initial start-up phase. The Provider shall demonstrate the experience, ability, and willingness to implement 23/7/365 services should the need arise and at the request of the sponsoring agency, OUC.
- C.1.2 Shifts cover the following times seven (7) days a week:

6:00 am - 6:00 pm 7:00 am - 3:00 pm 3:00 pm - 11:00 pm

- C.7.1 An additional shift from 6:00 pm 6:00 am shall be partially covered by the above listed shifts, however, should the need arise to expand the program to 23x7 operations to cover the 11:00 pm 6:00 am time frame, the provider shall be prepared to comply with the District's request within forty-five (45) days to initiate twenty-three (23) hour operations. If at any point after the initiation of a 23x7 operation, enrollment levels for these additional hours fall below the District's stated needs, the Provider may revert to the minimum 18x7 hour program scope. **Anticipated opening date is September 2006**.
- C.1.3 The Unified Communications Center (UCC) is a mission critical, state-of-the-art, newly constructed facility designed to consolidate the District's "command and control" functions of Police, Fire, Emergency Medical Services, Emergency

Management Agency, and Public Services. 9-1-1 "first responder" calls and other public service calls shall be received at the UCC and processed for appropriate action. During emergencies, the UCC shall provide centralized regional coordination and communications, involving Federal Emergency Management Agency (RICCC), Federal Bureau of Investigations, Capitol Police, Secret Service and Park Police.

- C.1.4 The District of Columbia's Early Care and Education Administration (ECEA) shall provide to the responsive applicant a grant that shall be used to pay for all start-up costs, start-up supplies, pre-opening personnel costs, pre-opening communications materials and activities, etc for the Center. The District shall pay for full construction, fixtures, and playground equipment. Other resources may be available from The District of Columbia in support of Center operations such as telephone service, intranet connectivity, mailroom services, CPR and first aid training, internal marketing, etc. The Provider shall develop and implement external marketing campaigns targeted to District government employees working for agencies not resident in the UCC.
- C.1.5 The Provider will enter into a rent-free lease arrangement with The District of Columbia for use of the facility; The District of Columbia will pay for ongoing facility-related expenses. The District of Columbia will review operating income statements and other financial documents, and approve the Provider's projected budget annually. The District of Columbia expects to monitor the financial status of the Center through monthly financial reports.
- C.1.6 The Office of Unified Communications (OUC) shall actively participate in the ongoing decision-making for the Center and will join in a partnership with the Provider to develop policies and procedures for the Center. The District of Columbia will formally meet with the Provider management at least quarterly to assess the operations and progress of the Center. The Provider will be responsible for maintaining a high quality operation and marketing to employees to keep the Center fully enrolled.
- C.1.7 The District of Columbia's Early Care and Education Administration (ECEA) in conjunction with the Office of Unified Communications (OUC) shall appoint or assign a primary contact with whom the Center Director may communicate regularly. The Department of Health (DOH) and the Office of Unified Communications (OUC) will review staffing credentials for approval prior to hiring the Center Director.
- C.1.8 Provider shall identify a Regional Manager and inform the District government and the OUC of the name and contact information of this individual should the need arise to contact them to facilitate problem resolution not occurring at the Center level.

- C.1.9 The Provider shall promote and encourage active parent participation on an ongoing basis. The OUC Childcare Advisory Committee shall review and approve all parent policies and the parent handbook. The applicants shall submit for review by the advisory committee a sample Parent Policy and Handbook for review. The Provider shall organize a Parent Group to provide feedback to the Provider regarding the Center's operation, management, and curriculum.
- C.1.10 The early care and education program is expected to meet the National Association for the Education of Young Children (NAEYC) standards for accreditation and must begin seeking accreditation by the end of the second year of operation and maintain the accreditation for the life of the contract.
- C.1.11 The District of Columbia will enter into a contract with the selected Provider for a base period of two (2) years with three (3) one-year options for a total contract period of five (5) years. At the end of the base two (2) year period, The District of Columbia's senior management will evaluate the Provider management agreement, and determine contract renewals of three (3) one-year options with the current Provider. The District of Columbia reserves the right to terminate the agreement prior to the contracted term if the Provider is not performing to contracted standards.

C.2 TARGET POPULATION

- C.2.1 The on-site District Government Employee UCC CDC is primarily for employees of the UCC and other District of Columbia government employees. The Center has a maximum capacity of eighty-four (84) children. The Multipurpose Room will accommodate twenty-three (23) children during transition of shifts only. Transitions between shift changes shall be no more than thirty (30) minutes in duration. During these times of transition, the center capacity of eighty-four (84) plus the twenty-three (23) allows for an overall center capacity of one hundred and seven (107). However, at no time other than during shift transitions, shall the Center's licensed capacity exceed eighty-four (84).
- C.2.2 The Multipurpose Room shall be set up to accommodate the developmental ages of the children and infants utilizing this space and for the purpose state above. The provider shall staff this space during transition of shifts to ensure that the minimum staff to child ratio requirements are maintained (at all times) pursuant to 29 DCMR, Chapter 3, Child Development Facilities, Section 316.
- C.2.3 Ninety-two (92%), equal to seventy-eight (78) slots at the CDC are reserved for the employees of the UCC and other District government employees. The remaining eight (8%), equal to eight (8) slots, shall be available first to children of other District Government agency employees who live in Ward 8, next to those parents who reside in Ward 8 and who qualify for District of Columbia subsidies, and finally, to other families in the District at market rate.

C.3 FACILITY DESCRIPTION

C.3.1 **Table 1** below details the result of the program space calculations conducted by the Department of Health (DOH), and indicates the minimum staff to child ratios for which the Center will be licensed.

TABLE 1

Assigned Room	Program Space Square Footage(SF)	Allowed Occupancy (based on 35SF unless otherwise noted)	Age Group	Maximum Group Size (based on youngest age)	Child: Adult Ratio	Number of Staff required Pursuant to 29 DCMR § 316
			LEVEL C 1			
1. Older Toddler	607.68	17	2.0-2.6yrs	8	4:1	2 Teachers and 2 Assistant Teachers for each group of 8
2. Infants	741.25	16*	6wk-12mos	n/a	4:1	4 Caregivers
3. Younger Toddler	615.36	17	13mos-23mos	n/a	4:1	5 Caregivers
* based on 45SF to a	account for the use	e of cribs	LEVEL C 2			
4. Preschool #1	627.55	17	2.6 thru 3 yrs	16	8:1	1 Teacher and 1 Assistant Teacher for each group of 16
5. Preschool #2	600.00	17	4 – 5 yrs	20	10:1	1 Teacher and 1 Teacher Assistant
6. Multipurpose Room	829.4	23	varied	Based on youngest age	Based on the youngest age	Based on the youngest age
7. Indoor Play Area	627.5	17	varied	Based on youngest age	Based on the youngest age	Based on the youngest age

Parking Note:

- * The UCC has 230 automobile parking spaces, 6 handicap accessible spaces, and 1 van.
- ** The CDC has 10 automobile parking spaces, 0 handicap accessible spaces, and 1 van. These facilities will share 18 public automobile parking spaces, 1 Handicap accessible space, and 1 van.

C.4 PERSONNEL HIRING AND QUALIFICATIONS

C.4.1 Qualifications of the Center Director

C.4.1.1 The Center Director shall have a minimum of a Master's degree in early childhood education or child development, and a minimum of three (3) years experience, including experience as a Center Director for a nationally accredited, licensed early care and education facility.

C.4.2 Qualifications of Teaching Staff

- C.4.2.1 The Provider shall employ staff that meets qualification requirements listed in the Child Development Facilities Licensing Regulations 29 DCMR Chapter 3.
- C.4.2.2 Highly qualified staff shall be recruited. Each teacher shall have a minimum requirement of a Bachelor's degree in early childhood development, early childhood education or related experience and at least two (2) years experience in a nationally accredited licensed early care and education facility.
- C.4.2.3 An assistant teacher shall be qualified by meeting the requirements of one (1) of the following:
 - C.4.2.3.1 Two (2) or more years of college and demonstration, to the satisfaction of the Director, of skill and competence with the children; or
 - C.4.2.3.2 A high school diploma and certificate in child development from an accredited vocational high school; or, instead of the child development certificate, one (1) year of experience in a child development Center.
- C.4.2.4 Bilingual staff shall be considered in the hiring process to assist with the diverse population that shall be attending the CDC. All staff members are employees of the Provider. The Provider shall ensure that all staff, substitute or temporary, are compliant with all licensure requirements for health and administrative record keeping, and shall provide security clearances for these staff members.
- C.4.2.5 The adult staff to child ratio shall always meet or exceed the 29 DCMR. Volunteers shall not be counted in the staff/child ratio.
- C.4.2.6 The applicant shall employ staff to meet the requirements, in terms of education and experience of the NAEYC and the District of Columbia licensing regulations, whichever are more stringent.

Classroom staffing patterns shall also be consistent with the NAEYC standards and the District of Columbia licensing regulations, whichever is more stringent.

C.4.3 Submission of Credentials for Candidates

- C.4.3.1 The Provider shall submit for evaluation to the DHS/ECEA the following credentials including but not limited to the official university or college transcripts, resumes, and professional references for the Center Director and teaching personnel prior to the interview process.
- C.4.3.2 When credentials are submitted the GA will review the above referenced credentials to verify their validity. If approved, the GA will acknowledge the Provider's candidate as acceptable and qualified to proceed with the interview process. If the submitted candidates are not acceptable, the Provider must submit new candidates for the GA's consideration.

C.5 CENTER STAFF

- C.5.1 Recruit and retain qualified personnel to maintain property child/staff ratio and adhere to the 29 DCMR, Section 315, 316 (Adult Child Ratio).
- C.5.2 Center Director should have a minimum of a Bachelors degree in early childhood education, childhood development, or related field, and a minimum of three (3) years experience, including experience as a Center administrator for a licensed, nationally accredited early care and education center. Each teacher shall have appropriate education, certification, and experience reflective of NAEYC guidelines in order to provide a high quality program.
- C.5.3 Provider must provide for a minimum of twenty (20) clock hours of in-service training annually and in addition, offer CPR and First Aid Training leading to certification. Specific training on security measures and precautions must be included.
- C.5.4 Provide a high quality, developmentally appropriate program consistent with the accreditation criteria of the National Association for the Education of Young Children (NAEYC) and become accredited within two (2) years of opening the Center.
- C.5.5 Prior to employment a complete background investigation shall be performed through the District of Columbia Police Department, Child Abuse and Neglect Registry, FBI and Sex Offender Registry.

C.5.6 Provider employees must obtain health clearances (drug screenings), and safety checks must be conducted on <u>all</u> Center employees. Record of clearances shall be kept on file per Section F.6.5.

C.5.7 Center staff will be the employees of the Provider, not of the District of Columbia government. The Provider shall offer salaries higher than market rates in order to attract and retain the best teachers and maintain low staff turnover. The benefits package, based on at least thirty percent (30%) of salaries, should be comprehensive.

C.6 RISK MANAGEMENT AND QUALITY ASSURANCE

- C.6.1 The Provider shall maintain a formal risk management and quality assurance program, with the aim of preventing deficient contract performance. Provider's proposals shall address and describe the following approaches:
 - C.6.1.1 Describe an approach to risk management and specify monitoring tools and reporting procedures used by your organization.
 - C.6.1.2 Describe the systems used by your company to ensure compliance by all licensing and regulatory agencies, including your response to correct deficiencies and non-compliance.
 - C.6.1.3 How do you protect each child from communicable diseases while at the Center?
 - C.6.1.4 Describe proposed plan in response to the Pandemic Flu Epidemic.
 - C.6.1.5 Explain how your organization would respond to, and correct, risk issues, when identified.
 - C.6.1.6 Provide examples of your performance measures, and how you track and report these measures.
 - C.6.2 The selected provider shall develop appropriate polices and procedures to effectively protect the health and well-being of children, families, and staff who participate in the child development program. The Provider shall ensure that the physical health and safety features of the environment conform to District and Federal requirements. The Provider shall be responsible for keeping the facility in a clean and safe condition, and shall protect children against the danger of fire, smoke, injury attributable to the environment, electrical hazards, and the spread of disease and infection. The Provider shall provide the District oral and written notification per Section F.6 upon learning of serious incidents or hazards, and shall provide written notification to the District of any investigations or citations by District and/or Federal authorities.

C.6.3 Ensure the health, hygiene and safety of all children enrolled in the Center, including its procedures for child security, emergencies, sick children, accidents, communicable disease control, and suspected child abuse/neglect.

C.6.4 Meet the requirements of the U.S. Department of Agriculture Child and Adult Care Food Program and establish a meal plan. Meals and snacks shall include a wide variety of nutritious foods and menu items from various cultures. Provider shall include a program for the accommodations required by children on a medically prescribed and special food restrictions/diets. A four (4) week menu plan shall be published and disseminated to the parents and shall include seasonal menu items for a minimum of three (3) meals and three (3) snacks per child.

C.7 APPLICABLE DOCUMENTS AND INDUSTRY STANDARDS

- C.7.1 Parent Policies and Parent Handbook (Provide Sample)
- C.7.2 Maintain a waiting list for children to be enrolled in the Center
- C.7.3 Market the Center, recruit and enroll children according to a written admissions policy, which gives priority to the children of the UCC and other District government employees and children of working parents in Ward 8, who qualify for the DC Early Care and Education subsidy
- C.7.4 Enroll children without regard to race, color, sex, religion, national origin, or special needs
- C.7.5 Use the Center's kitchen as a preparation area only. Commercial equipment shall be used to maintain hot and cold foods at proper temperatures
- C.7.6 Customize its program to accommodate multicultural and special needs populations. Provider shall assure that the childcare services shall be provided for children with disabilities, in accordance with the "Americans with Disabilities Act of 1990", PL. 101-336.
- C.7.7 Provider shall assure that any child six (6) weeks through two (2) years, enrolled in their program, with an identified or suspected developmental delay and/or disability will consult and collaborate with the D.C. Early Intervention Program in the Commission on Social Services to assure the child/children, if eligible, receives those services mandated by IDEA, Part H.
- C.7.8 Provide a high quality, developmentally appropriate program consistent with the accreditation criteria of the National Association for the Education of Young Children (NAEYC) and become accredited within two (2) years of opening the Center.

TABLE 2

Item No.	Document Type	Title	Date
1	D.C. Official List	District of Columbia Wards http://www.dcboee.org/serv/maps/maps index.shtm	2004
2	D.C. Official List	Advisory Neighborhood Commissions http://anc.dc.gov/anc/site/default.asp	2004
3	D.C. Regulations	DCMR 29 Excerpt: Chapter 3, Child Development Facilities	1987
4	D.C. Regulations	D.C. Child Development Facilities Regulations http://www.dhs.dc.gov	2002
5	D.C. Regulations	D.C. Employees Early care and education Facilities Act D.C. Law 6-169	1986
6	UDC Center for Applied Research	Early care and education Services in District of Columbia District-Wide and by Wards	2002
7	U.S. Department of Education	Planning Guide for Maintaining School Facilities http://www.edfacilities.org/rl/maintenance.cfm	2003
8	D.C. DOH Health Regulations	Licensing Requirements for Child Development Center Check List (Section J.1.10)	2004
9	DC Law 11-118, DC Code §47-2861 <u>et</u> seq.	Clean Hands Before Receiving a License or Permit http://www.doh.dc.gov/form/clean_hands.shtm	1996
10	Industry	National Program for Playground Safety http://www.uni.edu/playground/home.html	2004
11	Public Law 42 U.S.C. §12101 et seq.	Americans with Disabilities Act http://www.usdoj.gov/disabilities.htm	2004
12	Engineering Drawings	DMJM Engineering Drawings Pages A-105, A-125, A-355, A-356, A-421	2002
13	Equipment List	Food Service Appliances - Section 11451 Laundry Appliances - Section 11452 Folding and Portable Platforms - Section 11062	2003
14	D.C. DHS/ECEA	Level II Provider Agreement Signed upon Award of CDC Provider Contract	2004

C.8 CORE HOURS

C.8.1 The chosen Provider shall initially operate the Center minimum of eighteen (18) hours of operation during the initial start-up phase, and shall demonstrate the experience, ability, and capability to implement 23/7/365. If at any point after the initiation of a 23x7 operation, enrollment levels for these additional hours fall below the District's stated needs, the Provider may revert to the minimum 18x7 hour program scope.

C.8.2 Shifts cover the following times seven (7) days a week:

6:00 am – 6:00 pm 7:00 am – 3:00 pm 3:00 pm – 11:00 pm

C.9 USE OF LIVE INTERNET VIEWING SERVICE

C.9.1 The District has built the infrastructure to enable live web viewing by parents of children in the CDC. This will allow parents to observe in real-time their children's classrooms over the DC-Net intranet. The applicant/vendor must include information on the cost of installation of this technology per Section B.3.1.5. The Provider shall purchase and coordinate the installation of child webcam real-time monitoring software with City Wide IT Security (CWITS). Any DC-Net Intranet viewing and online services for early care and education centers shall be commercially available and typically used for this type of offer. All site licenses and records shall be issued to the District, Office of Unified Communications (OUC) and the Early Care and Education Administration (ECEA). At the end of this grant, the DC-Net Intranet online services site licenses and records shall be turned over to the Grants Administrator (GA).

C.10 PROGRAM DEVELOPMENT AND CONSTRAINTS

- C.10.1 The Provider shall utilize the "Early Learning Standards for Children Entering Kindergarten in the District of Columbia" as the basis for Classroom instruction. Early Learning Standards are on the website at http://dhs.dc.gov/dhs/site/default.asp. (Under the section "information", click on Early Care and Education Administration.
- C.10.2 The Provider shall participate in the program assessment protocol that will include one or more of the following instruments: Peabody Picture Vocabulary Test (PPVT), Infant-Toddler Environmental Rating Scale Revised (ITERSR), Early Childhood Environmental Rating Scale Revised (ECERS-R) and Early Language and Literacy Classroom Observation (ELLCO).
- C.10.3 The Provider shall participate in professional development activities, including training in early language and literary and other required training.

- C.10.4 The Providers and anyone hired by the Provider to work at the CDC, including Volunteers must be legally able to work in the U.S., and must be able to read, speak and understand English. Background clearances shall be performed through the District of Columbia Police Department, Child Abuse and Neglect registry, FBI and Sex Offender Registry.
- C.10.5 Provider employees must obtain health clearances (drug screenings), and safety checks must be conducted on <u>all</u> Center employees. Record of clearances must be kept on file per Section F.6 below.
- C.10.6 Failure to meet the security requirements shall automatically bar any individual from Employment at the Center.
- C.10.7 The applicant shall maintain a complete written job description covering all positions funded through the grant, which must be included in the project files and available for inspection upon request. Each job description shall include education, experience, and/or licensing/certification criteria, a description of duties and responsibilities, hours of work, salary range and performance documentation of work experience and personal references.
- C.10.8 The applicant shall maintain individual personnel files for each project staff member. Each file shall contain the application for employment, professional and personal references, security clearances, applicable credentials/certifications, records of required medical examinations, personnel actions including time records, signed statements of confidentiality, documentation of all training received, notation of any allegations of profession or other misconduct, the applicant's action with respect to the allegations and the date and the reason.

C.11 CURRICULUM AND PROGRAM

- C.11.1 DHS/ECEA views the Provider's ability to retain staff as vital to maintaining a high quality, caring environment. Staff salaries, benefits, training and working conditions should reflect a concern for the recruitment and retention of highly qualified personnel. The Provider shall hire experienced, well-trained teachers and staff to implement research-based preschool curriculum. Curricula acceptable for use include: Creative Curriculum, Scholastic's Building Language for Literacy of Early Childhood Program, High/Scope, and Core Knowledge, or Opening the World of Learning (OWL).
- C.11.2 The Provider shall have a written discipline policy, which is distributed to all staff volunteers and parents. Proper techniques of guidance and discipline help each child develop a positive self-image and behave in a socially acceptable manner respecting the safety, rights and feelings of others. The policy shall be based on a positive approach that includes encouragement and praise for appropriate behavior.

C.12 HEALTH, HYGIENE AND SAFETY

- C.12.1 The applicant's proposal shall describe policies and procedures for assuring child health and safety. The written policies shall include, but are not limited to:
 - C.12.1.1 Reporting Communicable diseases;
 - C.12.1.2 Transporting children;
 - C.12.1.3 Reporting suspected child abuse/neglect;
 - C.12.1.4 Reporting unusual incidents;
 - C.12.1.5 Release of Children to Adults other than Custodial Parents/Guardian;
 - C.12.1.6 Blood borne pathogens policies training;
 - C.12.1.7 Internal or External Disruptive behavior.
- C.12.2 The Provider shall ensure that ALL staff who are on duty during operating hours shall be certified in First Aid and CPR for both infants and children.
- C.12.3 Staff shall be trained in prevention, detection and reporting of child abuse and neglect.
- C.12.4 The Provider shall set up and maintain child security procedures, including procedures for receiving a child and releasing the child at the end of the care period. Include a plan for ensuring that the children are only released to their parents or an individual designated by their parents. This shall be done by sign-in/sign-out monitoring system.
- C.12.5 The Provider shall establish and maintain procedures to be used in emergencies. Emergency phone numbers for poison control, fire, and emergency medical care shall be posted by each telephone in the CDC. An approved "safe haven" location for evacuation shall be established. Procedures for fire and other evacuations shall be in compliance with DC regulations.
- C.12.6 The Provider shall establish procedures for screening and isolating sick children.
- C.12.7 Prescriptions and non-prescription medications are stored and administered according to the regulations mandated by the District of Columbia Department of Health (DOH) Pharmaceutical Controls Division at (202) 442-5888. Submit Policy and Procedures for the storage and administration of prescribed and non-prescribed including over the counter medications and treatments with your proposal.
- C.12.8 Applicants shall be required to provide an "Emergency Preparedness Plan" (**preparation in advance**) that details the number of items necessary for

sheltering children in place for 3-days in the event of natural disasters or the threat of terrorism. The plan shall include "Code Red Days" when extreme heat prevents outdoor play. The plan shall include emergency policies and procedures and critical information on children and staff. Such information shall be readily available in an organized, easy-to-use file. This plan shall include a communications plan for parents. An approved Emergency Response Plan (plan of action) shall be available for review on-site and filed with the DOH Licensing Office and DHS/ECEA.

SECTION D: GENERAL BUILDING REQUIREMENTS

D.1 CDC BUILDING OPERATING PLAN

D.1.1 CDC Building Operating Plan

Purpose: The Provider shall develop and submit for approval, no later than the end of the Start-up Phase, a detailed CDC Building Operating Plan that explains operating procedures for the facility. This plan must accurately describe the Provider's methods of meeting grant requirements. The goals of this plan are:

D.1.1.1 Contingency plans for:

D.1.1.1.2	loss of the Provider's on-site personnel (i.e., strike, walkout, injury, abrupt resignation);
D.1.1.1.3	Pandemic Flu Epidemic;
D.1.1.1.4	civil disturbance or other major security threat;
D.1.1.5	natural disaster, bombing, or other event which damages the building's structure or utilities;
D.1.1.1.6	Utilities curtailment;
D.1.1.1.7	Provide standard operating and maintenance procedures for the safe evacuation of the children in the event of emergency;
D.1.1.1.8	Establish procedures for addressing breach of facility by unwanted or hostile individuals;
D.1.1.1.9	Provide a centralized reference of grant information, and management of the work;
D.1.1.1.10	Establish Provider quality control procedures;
D.1.1.1.11	Assure compliance with regulatory requirements.

D.2 COMPONENTS OF THE OPERATING PLAN

D.2.1 The CDC Building Operating Plan shall contain as a minimum:

- D.2.1.1 Contact information (local and corporate); including email, office, home and cell phone numbers;
- D.2.1.2 Description of staffing, responsibilities and schedules;
- D.2.1.3 Emergency response procedures;
- D.2.1.4 Tour procedures;
- D.2.1.5 The building equipment inventory;
- D.2.1.6 Other documentation procedures necessary to meet grant requirements;

D.3 REVISIONS/UPDATES TO THE CDC BUILDING OPERATING PLAN

D.3.1 The Provider shall make updates to the CDC Operating Plan during the performance periods of the grant to assure that the CDC Operating Plan reflects current industry standards and operating procedures.

D.4 FACILITY AND EQUIPMENT REQUIREMENTS

- D.4.1 Provider shall provide all supplies and services routinely needed for the operation of the facility.
- D.4.2 Provider employees must be licensed and bonded if applicable. Additionally, employees of Provider's subcontractors who have access to the CDC must pass all screening requirements applicable to any UCC and CDC Provider, employee or volunteer.
- D.4.3 Provider shall acknowledge receipt of all equipment, furnishings and materials, in writing to the OUC, and shall provide routine maintenance of all equipment, furnishings and materials. Provider shall be responsible for any damage to the equipment arising from wrongful acts or acts of negligence and shall report any such damage to the OUC.
- D.4.4 Provider shall replace broken, damaged, or faulty equipment, furnishings and materials as soon as possible, but no later that thirty (30) calendar days to the satisfaction of the District. Provider shall provide temporary service(s) at their cost as required to meet the UCC's mission readiness.
- D.4.5 A physical internal security system, which shall be part of the adjoining UCC facilities security system includes:
 - D.4.5.1 Every exterior door and certain interior doors (passageways) have electronically controlled and monitored devices along with wall mounted card readers.
 - D.4.5.2 Closed Circuit Television (CCTV) cameras monitor all exterior doors.
 - D.4.5.3 The front and rear entrances have intercom units.
 - D.4.5.4 The receptionist area at the CDC has a CCTV monitor and keyboard for monitoring and allowing entrance.

D.5 INVESTIGATION OF EXISTING CONDITIONS

D.5.1 The Provider is responsible for investigating the condition of facility and playground equipment during the Startup Phase. The Provider shall advise the Grant Administrator of inspections to be performed in the course of this investigation, and invite the GA to attend such inspections.

D.6 **EQUIPMENT INVENTORY**

D.6.1 During the period of the grant, the Provider shall maintain the equipment inventory of the building and provide an itemized copy to the OUC. This inventory shall list all items requiring Preventive Maintenance (PM), although certain generic items found in large quantities (e.g., swing seats, fire extinguishers, light fixtures) may be listed with multiple units on one inventory record (e.g., per room or other logical unit of space). The Provider shall update the inventory as equipment is added or deleted from the building, and shall validate the equipment inventory by the end of each year of performance, recording all available data plate information that may have been previously missing from the inventory. All data fields must be completed as directed by the GA. A copy of the current equipment inventory shall be maintained in the CDC Building Operating Plan and submitted to the OUC.

D.7 PREVENTIVE MAINTENANCE (PM) STANDARD

- D.7.1 The Provider shall propose preventive or predictive maintenance standards for all equipment when any of the following factors apply:
 - D.7.1.1 the equipment normally requires periodic replacement of components;
 - D.7.1.2 normally requires periodic or occasional cleaning;
 - D.7.1.3 has moving parts;
 - D.7.1.4 is prone to failure of major components before overall obsolescence of the system which it serves;
 - D.7.1.5 requires preventive or predictive maintenance in accordance with any other provision of this Grant.
- D.7.2 The Provider shall replace broken, damaged, or faulty equipment, furnishing and materials within thirty (30) days to the satisfaction of the OUC.

D.8 REPAIRS

D.8.1 General

D.8.1.1 The Provider shall perform Minor Repairs as described herein. Inspections of the CDC building, equipment, and furnishing shall

be performed by the District agencies with jurisdiction over the facility at least twice a year, but shall not be limited to this number.

D.8.1.2 **Minor Repairs**

- D.8.1.2.1 A Minor Repair is a repair requiring no more than \$50.00 in cost, including direct labor (valued at the labor rates set forth in the Price Schedule), subcontractor costs, and parts costs. The cost of Consumable parts and materials shall not be calculated as part of the Provider's costs. The Provider shall perform Minor Repairs as needed at no further cost to the District.
- D.8.1.2.2 Minor Repairs shall be completed within 24 hours of identification of the problem, unless, despite all reasonable efforts, parts or subcontractor support cannot be obtained in this time. In such a case, the GA shall be notified of the delay and anticipated completion date.

D.8.1.3 **Major Repairs**

- D.8.1.3.1 If a Repair exceeds the Minor Repair cost threshold established above, it becomes the responsibility of the OPM maintenance staff to rectify. In this case, a service call shall be placed and a Repair Record shall be signed and filed upon satisfactory completion of the repair.
- D.8.1.3.2 Deficiencies or breakdowns caused by vandalism, misuse, abuse, or natural disaster shall be the responsibility of the Provider and shall be corrected per Section D.7, D.8 and D.10. The District at no cost to the Provider, however, shall eliminate graffiti and provide trash removal.

D.9 WARRANTIES

D.9.1 The Provider shall contact installers or manufacturers, as appropriate, for equipment (such as playground equipment, dishwasher, refrigerator, washers and dryers) that are covered under a warranty, and maintain records of warranty service. The Provider shall avoid actions, which would invalidate a warranty. If an installer or manufacturer fails to comply with the terms of a warranty, the Provider shall immediately notify the GA, who shall determine whether the Provider should commence Repairs, or continue to pursue correction under the warranty.

D.10 SERVICE CALL DESK

D.10.1 The Provider shall in the event of problems requiring the attention and assistance of the OPM maintenance facility staff contact the service call desk, which shall function during Normal Working Hours.

D.11 DOORS AND RAMPS

- D.11.1 The Provider shall maintain in a safe, usable and well-maintained condition doors sliding or swinging and report any such problems, which arise with doors to the OPM maintenance facilities group utilizing the correct reporting procedures.
- D.11.2 The District, through the OPM maintenance facilities group shall be responsible for the physical internal security system, which shall be part of the adjoining UCC facilities security system includes:
 - D.11.2.1 Every exterior door and certain interior doors (passageways) that have electronically controlled and monitored devices along with wall mounted card readers.
 - D.11.2.2 All exterior doors are monitored by CCTV cameras.
 - D.11.2.3 The front and rear entrances have intercom units.
 - D.11.2.4 The receptionist area at the CDC has a CCTV monitor and keyboard for monitoring and allowing entrance.

D.12 LAWN CARE

D.12.1 The District through the OUC facilities group shall be responsible for maintaining the grounds. This shall include lawn care services and snow removal.

D.13 PARKING

- D.13.1 The District through the OUC facilities group shall be responsible for maintaining the grounds. This shall include the CDC parking lot.
- D.13.2 The Center shall have ten (10) parking spaces plus one (1) space for a van. There are zero (0) handicap accessible spaces. From the eleven (11) parking spaces, two (2) parking spaces shall be restricted for the drop-off and pick-up of children, leaving a remainder of nine (9) total parking spaces available for staff and visitors.

D.14 PROVIDER FURNISHED SUPPLIES, MATERIALS AND EQUIPMENT

D.14.1 The Provider shall furnish all supplies, materials and equipment necessary for the performance of the work required by this grant, except as otherwise specified herein.

D.15 TELEPHONE

D.15.1 The District shall provide telephone service through DC-Net to the CDC for which the Provider shall be billed. The Provider is responsible for any misuse of the service.

D.16 DISTRICT FURNISHED PROPERTY

D.16.1 District property shall remain the property of the District in all respects. The GA may require Provider personnel to sign for receipt and custody of District furnished property, at the discretion of the GA. The Provider shall take all reasonable precautions to safeguard and protect District property. District property shall be used only in direct Operations for providing contract services, and shall not be used in any manner for any personal advantage, business gain, or other personal endeavor by the Provider or the Provider's employees.

D.17 OFFICE, KITCHEN AREA, MULTI-PURPOSE ROOM, STORAGE SPACE

D.17.1 General

D.17.1.1 The District will provide the Provider with limited space for storage of equipment, cots and supplies, office space, and spare parts. The Provider is responsible for accountability and security of all property and facilities furnished for Provider's use or otherwise entrusted to it; and for maintaining it in a clean, serviceable condition.

D.18 FURNITURE AND FURNISHINGS

D.18.1 The District will furnish kitchen equipment, office and storage space within the building to support the Provider's operational requirements. This space shall be provided to Provider with limited furnishings. Existing furnishings must be kept neat and clean and be returned to the District at the expiration of the grant in reasonably the same condition as at the time of entering into the grant, less fair wear and tear. The Provider is responsible for securing supplies and valuables belonging to the Provider.

D.19 COMPLIANCE WITH DISTRICT AND DISTRICT OF COLUMBIA CODES

D.19.1 The Provider shall comply with all applicable District of Columbia laws, regulations and codes, and shall obtain all applicable licenses and permits. The Provider should note that the CDC is subject to some District of Columbia requirements. The Provider is responsible for determining which requirements are applicable and complying appropriately. The Provider may ask advice of the GA in this regard. The District also has a policy of voluntary conformity to certain District of Columbia code requirements even when permitting or approvals from local regulators are not required; the Provider should ask the advice of the GA when such issues arise.

SECTION E: INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SERVICES

- E.1.1 The Provider shall provide and maintain a quality assurance inspection system acceptable to the District covering the services under this grant. Complete records of all work performed by the Provider shall be maintained and made available to the District during the grant performance and for as long as the grant requires.
- E.1.2 If the Provider fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with grant requirements, the District may (1) by grant or otherwise, perform the services and charge to the Provider any cost incurred by the District that is directly related to the performance of such service or (2) terminate the grant for default.

E.2 QUALITY ASSURANCE

- E.2.1 As part of the District's quality assurance program, the District may:
 - E.2.1.1 Review the adequacy of the Provider's quality control program and documentation, and the success of this program in correcting deficiencies before the District must direct correction under its quality assurance program. Improvements may be directed if the program is determined to be insufficient or ineffective.
 - E.2.1.2 Obtain client satisfaction survey information, and require improvements in service on the basis of such information to the extent such results correlate with deficiencies in grant requirements.
 - E.2.1.3 Make physical inspection of the facility, equipment and program, to include programs and files maintained on computers and Provider on-site offices and work areas, and require correction of deficiencies noted.
 - E.2.1.4 Perform inspections with District personnel or independent third-party inspectors.
- E.2.2 Provider performance shall be evaluated on the basis of the performance success or deficiencies, success or failure in meeting other grant requirements, and the Provider's record of correcting deficiencies when noted. While corrective actions will be noted, a record of significant performance deficiencies may lead to a performance evaluation, which is less than satisfactory even if the Provider takes corrective action.

E.2.3 The use or non-use of any Quality Assurance methods by the District will not constitute a waiver of or excuse from grant requirements.

E.2.4 The District may implement or change Quality Assurance measures at any time during the term of the grant.

E.3 QUALITY INSPECTION

E.3.1 ECEA may assess the Provider's performance with respect to accomplishing the purposes outlined in the Program Scope. Specifically, the Provider's performance shall be assessed to determine the quality of services delivered and the Provider's ability to deliver services.

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF GRANT

F.1.1 The term of the grant shall be for a period of two (2) years from date of grant award. The initial Grant monies shall be used to assist the Provider in establishing the Program, and upon successful completion of this goal, the grant may be thereafter extended by District exercise of options, or as mutually agreed between the parties, and subject to applicable laws and regulations.

F.2 **OPTION PERIODS**

F.2.1 Provider's pricing for different option periods and the initial two (2) year period of performance are subject to audit if the Grant Administrator finds them unbalanced.

F.3 OPTION TO EXTEND THE TERM OF THE GRANT

- F.3.1 At its sole discretion, the District may extend the term of this grant for up to three (3) consecutive additional periods of twelve (12) months each, in one-year increments. The same terms and conditions contained in this grant (as bilaterally modified) shall apply to each option exercised. Options shall be exercised upon written notification (mailed or otherwise furnished) to the Provider at least thirty (30) calendar days prior to the expiration of the grant.
- F.3.2 If the District exercises the option(s) within the prescribed periods, the Provider shall be bound to perform the services for the option period(s) or be subjected to the default provisions of this grant.

F.4 AWARD PERIOD

F.4.1 If funds are not appropriated or otherwise made available for the continued performance in a subsequent year of a multiyear grant, the grant for the subsequent year shall be terminated, either automatically or in accordance with the termination clause of the grant. Unless otherwise provided for in the grant, the effect of termination is to discharge both the District and the Provider from future performance of the grant, but not from the obligations existing as of the time of termination notice.

F.5 DELIVERIES OR PERFORMANCE

F.5.1 The services to be provided under this grant shall be accomplished at:

The District of Columbia
Office of Unified Communications
Unified Communication Center
Child Development Center
2720 Martin Luther King Jr. Avenue, SE
Washington, DC 20032

F.6 **REPORTS**

- F.6.1 The applicant shall submit monthly reports to the DHS/ECEA Grant Administrator by the fifth work day of each month of service regarding the progress towards completion of tasks and requirements in the scope of services. Such reports must contain the information in a format approved by the DHS/ECEA Grant Administrator. Electronic copies shall be in MS Word or editable PDF format, except for attachments that are scanned.
- F.6.2 Enrollment status by classroom, by parent's employers, and by Ward/County/City of residence;
 - F.6.2.1 1 bound paper copy to the Grant Administrator (GA).
 - F.6.2.2 1 electronic copy to the GA.
 - F.6.2.3 1 electronic copy for Provider's internal files
 - F.6.2.4 1 bound paper copy for Provider's internal files
- F.6.3 Waiting list by age and parents' employers;
 - F.6.3.1 1 paper copy to the GA.
 - F.6.3.2 1 electronic copy to the GA.
 - F.6.3.3 1 electronic copy for Provider's internal files
 - F.6.3.4 1 bound paper copy for Provider's internal files
- F.6.4 Number of families using the additional family services;
 - F.6.4.1 1 paper copy to the GA.

- F.6.4.2 1 electronic copy to the GA.
- F.6.4.3 1 electronic copy for Provider's internal files
- F.6.4.4 1 bound paper copy for Provider's internal files
- F.6.5 Staffing Status (Background Investigations, Health Clearances, etc.);
 - F.6.5.1 1 paper copy to the GA.
 - F.6.5.2 1 electronic copy to the GA.
 - F.6.5.3 1 electronic copy for Provider's internal files
 - F.6.5.4 1 bound paper copy for Provider's internal files
- F.6.6 Program Status, including accreditation status;
 - F.6.6.1 1 paper copy to the GA.
 - F.6.6.2 1 electronic copy to the GA.
 - F.6.6.3 1 electronic copy for Provider's internal files
 - F.6.6.4 1 bound paper copy for Provider's internal files
- F.6.7 Disruptive Behavior;
 - F.6.7.1 1 paper copy to the GA.
 - F.6.7.2 1 electronic copy to the GA.
 - F.6.7.3 1 electronic copy for Provider's internal files
 - F.6.7.4 1 bound paper copy for Provider's internal files
- F.6.8 Occurrences of accidents and unusual incidents:
 - F.6.8.1 1 paper copy to the GA.
 - F.6.8.2 1 electronic copy to the GA.
 - F.6.8.3 1 electronic copy for Provider's internal files
 - F.6.8.4 1 bound paper copy for Provider's internal files
- F.6.9 The Provider shall report unusual incidents by the email or telephone to the DHS/ECEA Grants Administrator and DOH within twenty-four (24) hours of the event and in writing within forty-eight (48) hours after the occurrence. An unusual incident is an event which affects staff (Administrative Agency's employees or applicant staff or clients), which is significantly different from the regular routine or established procedures.
 - F.6.9.1 Examples include, but are not limited to death, injury, unexplained absences of a client from a program, physical, sexual, verbal abuse of a client by staff or other clients, staff negligence, fire, theft, destruction of property, sudden serious problems in the physical facility, complaints from the target populations, requests for information from the press, Attorneys, Government officials

outside of DHS involved with the grant, client behavior requiring attention of staff not usually involved in their care.

SECTION G: GRANT ADMINISTRATION DATA

G.1 GRANT PAYMENT

G.1.1 The District shall administer the Grant payments to the Provider, upon the award of RFA # 0721-07. The Provider shall submit to the DHS/ECEA Grant Administrator at ECEA a final report no later than thirty (30) days after the expiration of the Grant Agreement, summarizing all service delivery data, accomplishments, issues and recommendations.

G.2 ASSIGNMENT OF GRANT PAYMENTS

- G.2.1 In accordance with 27 DCMR, 3250, unless otherwise prohibited by this grant, the Provider may assign funds due or to become due as a result of the performance of this grant to a bank, trust company, or other financing institution.
- G.2.2 Any assignment shall cover all unpaid amounts payable under this grant, and shall not be made to more than one party.
- G.2.3 Notwithstanding an assignment of money claims pursuant to authority contained in the grant, the Provider, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of ass	signment dated,
Make payment of this invoice to	
± •	(Name and address of assignee)

G.3 GRANT ADMINISTRATOR

G.3.1 The DHS is the agent of the Grant Administrator (GA), which shall administer the grant for initial start up, on behalf of the Early Care and Education Administration (ECEA). The address and telephone number of the Grants Administrator is:

Supervisory Program Monitor
Department of Human Services
Early Care and Education Administration
717 – 14th Street, N.W., Suite 801
Washington, DC 20005

Phone: (202) 727-3557 Fax: (202) 727-5218

G.4 AUTHORIZED CHANGES BY THE GRANT ADMINISTRATOR

G.4.1 The Grant Administrator is the only person authorized to approve changes in any of the requirements of this grant.

- G.4.2 The Provider shall not comply with any order, directive or request that changes or modifies the requirements of this grant, unless issued in writing and signed by the Grant Administrator.
- G.4.3 In the event the Provider effects any change at the instruction or request of any person other than the Grant Administrator, the change will be considered to have been made without authority and no adjustment will be made in the grant award amount to cover any cost increase incurred as a result thereof.

G.5 GRANT COMPLETION OR TERMINATION

- G.5.1 Poor performance may be grounds for the District to terminate the grant, among other reason such as, but not limited to the lack of certified staff servicing this job may be reason for default termination of the Grant by the District.
- G.5.2 The Provider shall turn over all plans, codes, manuals, records, files, reports, databases spare inventory, materials, etc. developed or purchased in the course of the grant to the GA within thirty (30) calendar days after grant completion or termination.
- G.5.3 The Provider shall develop a transition plan, which shall describe staffing and organizational structure during the phase-in and phase-out transition period, and how the Provider will interact with the existing work force during a thirty (30) day of transition at the beginning and end of this grant.

SECTION H: SPECIAL GRANT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

- H.1.16 For all new employment resulting from this grant or sub grantees hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Provider shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:
 - H.1.16.1 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.1.16.2 The Provider shall negotiate an Employment Agreement with the DOES for jobs created as a result of this grant. The DOES shall be the Provider's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

H.2.16 The Provider shall be bound by the Wage Determination No.: 1994-2103, Revision No. 30, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.1.1 of this solicitation. The Provider shall be bound by the wage rates for the term of the contract. If an option is exercised, the Provider shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Grants Administrator obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Provider may be entitled to an equitable adjustment.

H.3 PUBLICITY

H.3.16 The Provider shall at all times obtain the prior written approval from the GA before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the grant, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this grant.

H.4 FREEDOM OF INFORMATION ACT (FOIA)

- H.4.16 The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District grant with a private Provider to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the grant is made. If the Provider receives a request for such information, the Provider shall immediately send the request to the GA designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act.
- H.4.17 If the agency with programmatic responsibility receives a request for a record maintained by the Provider pursuant to the grant, the GA will forward a copy to the Provider. In either event, the Provider is required by law to provide all responsive records to the GA within the timeframe designated by the GA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Provider for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the D.C. Municipal Regulations.

H.5 FIRST SOURCE EMPLOYMENT ACT

- H.5.1 The Provider shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 et seq. ("First Source Act").
- H.5.2 The Provider shall enter into and maintain, during the term of the grant, a First Source Employment Agreement, Section J.1.6 in which the Provider shall agree that:
 - H.5.2.1 The first source for finding employees to fill all jobs created in order to perform this grant shall be the Department of Employment Services ("DOES"); and
 - H.5.2.2 The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.
- H.5.3 The Provider shall submit to DOES, no later than the 10th each month following execution of the grant, a First Source Agreement Contract Compliance Report ("contract compliance report") verifying its compliance with the First Source Agreement for the preceding month. The grant compliance report for the grant shall include the:
 - H.5.3.1 Number of employees needed;
 - H.5.3.2 Number of current employees transferred;
 - H.5.3.3 Number of new job openings created;
 - H.5.3.4 Number of job openings listed with DOES;
 - H.5.3.5 Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
 - H.5.3.6 Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name:
 - (b) Social security number;
 - (c) Job title;
 - (d) Hire date:
 - (e) Residence; and
 - (f) Referral source for all new hires.
- H.5.4 Upon exercising the option years, the District shall request that the Provider shall:

- H.5.4.1 Document in a report to the Grant Administrator its compliance with the section H.5.4 of this clause; or
- H.5.4.2 Submit a request to the Grant Administrator for a waiver of compliance with section H.5.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.5.6.
- H.5.5 The Grant Administrator may waive the provisions of section H.5.4 if the Grant Administrator finds that:
 - H.5.5.1 A good faith effort to comply is demonstrated by the Provider;
 - H.5.5.2 The Provider enters into a special workforce development training or placement arrangement with DOES; or
 - H.5.5.3 DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.
- H.5.6 Upon receipt of the Provider's related documentation pursuant to sections H.5.5, the Grant Administrator shall determine whether the Provider is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Grant Administrator determines that the Provider is in compliance, or that a waiver of compliance is justified, the Grant Administrator shall, within two business days of receipt of documentation grant the waiver.
- H.5.7 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, shall be enforced by the Grant Administrator through imposition of penalties, including monetary fines of five percent (5%) of the total amount of the direct and indirect labor costs of the grant. The Provider shall make payment to DOES.
- H.5.8 The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

H.6 PROTECTION OF PROPERTY

H.6.1 The Provider shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this grant.

H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

H.7.1 During the performance of the grant, the Provider and any of its sub grantees shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 et seq.

H.8 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

H.8.1 During the performance of the grant, the Provider and any of its sub grantees shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against people with disabilities in federally funded programs and activities. See 29 U.S.C. §794 et seq.

H.9 DISTRICT RESPONSIBILITIES

H.9.1 Identification (Building Pass or Identification (ID) Badge)

- H.9.1.1 The Provider shall assure that each employee has a building pass or ID badge, as required pursuant to procedures required by the building manager of the specific building(s), before beginning duties.
- H.9.1.2 The Provider shall assure that all employees visibly wear their passes with them during duty hours. The GA may periodically verify the passes of Provider employees with their personal identification.
- H.9.1.3 If building security procedures require photo ID badges, the Provider shall make his employees available for production of photo identification badges on a schedule to be worked out with the OUC. The badges shall be produced by the District, at District expense, upon receipt of a favorable security report (see "Security Clearance Requirements"). Provider shall remove all personnel who fail the District's security screening. Provider employees will sign such ID badges at time of photography. Employees shall not be permitted to begin work until badges have been issued. The Provider shall assure that all badges are returned to the GA as employees are terminated and when the grant expires. The Provider shall immediately notify the GA on loss of a badge.

H.9.2 Uniforms or Identifying Patches

H.9.2.1 Provider personnel including all sub grantees personnel shall present a neat appearance, shall not wear torn, tattered, or soiled clothing, and shall practice good personal hygiene. All personnel in Provider's organization shall wear clothing that immediately identifies them as a member of Provider's team providing services under this grant. The Provider shall provide nametags with the Provider's name or logo and the employee's name above the pocket or on the chest where pockets would normally be located. Provider employees shall have identification badges, which they shall wear visibly at all times while on the facility. Provider employees shall comply with a standard uniform dress code accepted by the OUC.

H.10 SECURITY CLEARANCE REQUIREMENTS

- H.10.1 The Provider shall submit to the GA or his designee, not later than thirty (30) working days prior to the start date of grant performance, complete background investigations for all personnel including sub grantee personnel who have access to the building in the performance of employee sponsored early care and education program.
- H.10.2 Provider shall continue throughout the performance of the grant to provide the above security information for any new personnel, sixty (60) days in advance of the proposed assignment of such personnel. The District will make its best efforts to process the security information in sixty (60) days, but if the screening process takes longer than sixty (60) days, such delay shall not be a cause for extra payment to Provider.
- H.10.3 Provider's "on-site" time measurement shall start when personnel actually start work after passing through security screening.
- H.10.4 If the GA receives an unsuitable report on any employee or prospective employee, the Provider shall be advised immediately that such employee or prospective employee cannot continue to work or be assigned to work under the grant.
- H.10.5 The District has exclusive discretion over the granting, denying, withholding and terminating of clearances for employees and Provider personnel, including sub grantees. The District may, as it deems appropriate, authorize and grant temporary clearance to employees of the Provider. However, the granting of a temporary clearance to any such employee shall not be considered as assurance that full clearance will follow as a result or condition thereof and the granting of either temporary or full clearance shall in no way prevent, preclude or bar the withdrawal or termination of any such clearance by the District.

H.11 STANDARDS OF CONDUCT

H.11.1 The Provider shall be responsible for maintaining satisfactory standards of personnel and employee competence, conduct, appearance, and integrity, and shall be responsible for taking such disciplinary action with respect to his employees, and all personnel providing work under this grant, as may be necessary.

H.12 RECORDING PRESENCE

- H.12.1 Each person in Provider's organization must sign-in on a dedicated computer in the receptionist area, loaded with an automated computer software program of equal or greater technology to Punch Clock (http://www.punch-clock.com). This program is provided as a sample ONLY of the type of electronic time keeping measures that are required by the District. All employees of the CDC when reporting for on-site duty must sign-in and sign-out when leaving the facility utilizing an electronic time keeping mechanism.
- H.12.2 The Provider shall utilize a similar electronic time keeping program to track dropoff and pick-up of children from the facility by parents or caregivers, or any other program of greater or equal technological sophistication.

H.13 GRANT MANAGER

H.13.1 Not later than five (5) days prior to the date grant performance begins, the Provider shall submit to the GA a written notice designating a grant manager, to whom all notices issued by the District may be delivered or mailed, including notices required under the grant for proposed deductions and final decisions under the deduction provisions of the grant and two alternates telephone number shall be furnished to the GA for contacting the grant manager. The Provider shall use internet-accessible e-mail as a method of informal communication between the grant manager and District representatives.

H.14 SUPERVISION OF WORK

H.14.1 The Provider shall supervise work performed; the District shall not supervise Provider employees.

H.15 ORDINANCES, TAXES, PERMITS AND LICENSES

- H.15.1 Without additional expense to the District, the Provider shall:
 - H.15.1.1 Comply with all District of Columbia and District laws, regulations and ordinances.
 - H.15.1.2 Be liable for all applicable District of Columbia taxes.
 - H.15.1.3 Obtain and pay for all permits and licenses governing performance under the grant.

H.16 ACCESSIBILITY OF RECORDS

H.16.1 All records and files, which this grant requires the Provider to maintain, shall be made readily accessible to District representatives upon request. The Provider shall instruct all on-site personnel to cooperate with the District's official written requests for records access or information, to include answering all questions related to performance of work honestly and comprehensively.

- H.16.2 The Provider shall keep accurate records of activities of the project. When delivering services, the applicant must maintain records reflecting initial and periodic assessments, if appropriate; initial and periodic service plans; and the ongoing progress of program activities.
- H.16.3 The Provider shall provide the DHS/ECEA Grant Administrator, and other authorized representatives of the Department of Human Services and the District of Columbia Government, such access to project and financial records as may be necessary for monitoring progress of program activities.
- H.16.4 The Provider shall retain records for at least three (3) years following final closeout of the grant.

H.17 OTHER CONTRACTORS/SUBCONTRACTORS

H.17.1 The District may undertake or award other grants or contracts for additional work, and the Provider shall fully cooperate with such other contractors and/or District employees. The Provider shall carefully schedule his own work, in conjunction with the additional work, as may be directed by the GA. In addition, the Provider shall not commit or permit any act, which will interfere with the performance or work by another Provider, or by District employees.

H.18 AUDITS, RECORDS, AND RECORD RETENTION

- H.18.1 At any time or times before final payment and five (5) years thereafter, the Grant Administrator may have the Provider's vouchers and statements of expenses audited. Any payment may be reduced by amounts found by the Grant Administrator not to constitute allowable costs as adjusted for prior overpayment or underpayment. Provider acknowledges that requests for payment of reimbursable costs are "claims for payments" under District false claims law, and that Provider therefore must maintain high standards of accuracy for all such requests. In the event that the District has made all payments to the Provider and an overpayment is found, the Provider shall reimburse the District for said overpayment within thirty (30) days after written notification.
- H.18.2 The Provider shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices that sufficiently and properly reflect all

- revenues and expenditures of funds provided by the District under the grant that results from this solicitation.
- H.18.3 The Provider shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the grant for a period of five (5) years after termination of the grant, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the grant.
- H.18.4 The Provider shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by District, or other personnel duly authorized by the District.
- H.18.5 Persons duly authorized by the District shall have full access to and the right to examine any of the Provider's grant and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- H.18.6 The Provider shall include these aforementioned audit and record keeping requirements in all approved sub grantees and assignments.

H.19 COPIES OF THE PROVIDER'S PAYROLLS

H.19.1 Upon request in writing by the GA, the Provider shall within five (5) working days, furnish a certified copy of the last payroll prior to date of said request. This payroll shall reflect payments for all grantees' personnel working under this grant during the payroll period. The GA may request copies of any or all payrolls during the life of the grant.

H.20 CONFLICT OF INTEREST

- H.20.1 No official or employee of the District of Columbia who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this grant shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the grant or proposed grant. (DC Procurement Practices Act of 1985, D.C. Law 6-85 and Chapter 18 of the DC Personnel Regulations).
- H.20.2 The Provider represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Provider further covenants not to employ any person having such known interests in the performance of the grant.

H.20.3 The Provider shall sign a Statement of Confidentiality forms provided by the District in Attachment J.1.19.

SECTION I: GRANT CLAUSES

I.1 GRANTS THAT CROSS FISCAL YEARS

- I.1.1 This is a cost reimbursable grant with potential options to be exercised at the discretion of the District for the supplies and/or services specified and effective for the period stated. The quantities and nature of supplies and/or services specified or implied in this grant are estimates only and do not obligate the District in any way.
- I.1.2 Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause.
- I.1.3 Continuation of this grant beyond the current fiscal year is contingent upon future fiscal appropriations.

1.2 CONFIDENTIALITY OF INFORMATION

I.2.1 All information obtained by the Provider relating to any employee or client of the District will be kept in absolute confidence and shall not be used by the Provider in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.3 TIME

I.3.1 Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.4 RIGHTS IN DATA

- I.4.1 "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes program data and computer software. The term does not include information incidental to grant administration, such as financial, administrative, cost or pricing, or management information.
- I.4.2 The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or program nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related

performance or design type documents or computer printouts. Examples of program data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, program reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to grant administration.

- I.4.3 The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.4.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.4.5 All data first produced in the performance of this grant shall be the sole property of the District. The Provider hereby acknowledges that all data, including, without limitation, computer program codes, produced by Provider for the District under this grant, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Provider hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Provider agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Provider agrees not to assert any rights in common law or in equity in such data. The Provider shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.4.6 The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this grant, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

- I.4.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.4.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.4.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- In addition to the rights granted in Section I.5.6 above, the Provider hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Provider, in any work of authorship prepared for or acquired by the District under this grant. Unless written approval of the Grant Administrator is obtained, the Provider shall not include in program data or computer software prepared for or acquired by the District under this grant any works of authorship in which copyright is not owned by the Provider without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.4.8 Whenever any data, including computer software, are to be obtained from a sub grantee under this grant, the Provider shall use this clause, I.5, Rights in Data, in the sub grant, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Provider's rights in that sub grantees data or computer software which is required for the District.
- I.4.9 For all computer software furnished to the District with the rights specified in Section I.5.5, the Provider shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Provider, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this grant or any paid-up maintenance agreement, or if Provider should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this grant, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

- I.4.10 The Provider shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this grant, or based upon libelous or other unlawful matter contained in such data.
- I.4.11 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.4.12 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Provider by the District and incorporated in the work furnished under grant, provided that such incorporated material is identified by the Provider at the time of delivery of such work.

1.5 OTHER GRANTEES

I.5.1 The Provider shall not commit or permit any act that will interfere with the performance of work by another District Provider or by any District employee.

I.6 SUBGRANTEES

I.6.1 The Provider hereunder shall not sub grant any of the Provider's work or services to any sub grantees without the prior written consent of the Grant Administrator. Any work or service so sub granted shall be performed pursuant to a sub grant agreement, which the District will have the right to review and approve prior to its execution by the Provider. Any such sub grant shall specify that the Provider and the sub grantee shall be subject to every provision of this grant. Notwithstanding any such sub grant approved by the District, the Provider shall remain liable to the District for all Provider's work and services required hereunder.

I.7 INSURANCE

- I.7.1 Commercial General Liability Insurance, \$1,000,000 limits per occurrence, District added as an additional insured.
- I.7.2 Automobile Liability Insurance, \$1,000,000 per occurrence combined single limit.
- I.7.3 Worker's Compensation Insurance according to the statutes of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit disease.
- I.7.4 Umbrella/ Excess Liability Insurance, \$5,000,000 limits per occurrence.

I.7.5 Professional Liability Insurance, \$1,000,000 limits per claim.

I.8 EQUAL EMPLOYMENT OPPORTUNITY

I.8.1 In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.2.2. An award cannot be made to any Applicant who has not satisfied the equal employment requirements.

I.9 ORDER OF PRECEDENCE

I.9.1 Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Grant Services and Cost (Section B), Program Scope (Section C), the Special Grant Requirements (Section H), and the Grant Clauses (Section I).

SECTION J: LIST OF ATTACHMENTS

- J.1.1 Wage Determination No.: 1994-2103, Revision No. 30
- J.1.2 Incorporation Documentation. (The following forms, located at www.ocp.dc.gov shall be completed and incorporated with the offer.)
- J.1.3 LSDBE Certification Package. (The following forms, located at http://olbd.dc.gov).
- J.1.4 E.E.O. Information and Mayor's Order 85-85
- J.1.5 Tax Certification Affidavit
- J.1.6 First Source Employment Agreement
- J.1.7 Qualifications/Background of Provider
- J.1.8 Work Plan
- J.1.9 Staffing Plan
- J.1.10 Program Budget
- J.1.11a Certifications
- J.1.11b Assurances
- J.1.12 Department of Health (DOH) Licensing Checklist
- J.1.13 Applicant Question Sheet
- J.1.14 Original Receipt
- J.1.15 As Built Drawings
- J.1.16 Equipment List
- J.1.17 Equipment Inventory
- J.1.18 Definitions/Acronyms
- J.1.19 Statement of Confidentiality

SECTION K: REPRESENTATIONS AND CERTIFICATIONS OF APPLICANTS

K.1 AUTHORIZED NEGOTIATORS

K.1.1	The Applicant represents that the following persons are authorized to negotiate on
	its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

K.2 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

K.2.1 By submission of its offer, the Applicant certifies and agrees that the Applicant will comply with Mayor's Order 85-85, "Compliance with the Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952). By submission of its offer, the Applicant certifies and agrees that it is fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agrees to comply with them in performance of this grant.

K.3 BUY AMERICAN CERTIFICATION

The Applicant hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

 _EXCLUDED END PRODUCTS
 _COUNTRY OF ORIGIN

K.4 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- K.4.1 Each signature of the Applicant is considered to be a certification by the signatory that:
 - K.4.1.1 The prices in this Grant have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Applicant or competitor relating to:
 - K.4.1.1.1 those prices
 - K.4.1.1.2 the intention to submit a Grant, or
 - K.4.1.1.3 the methods or factors used to calculate the prices in the Grant;

- K.4.1.2 The prices in this Grant have not been and will not be knowingly disclosed by the Applicant, directly or indirectly, to any other Applicant or competitor before Grant opening unless otherwise required by law; and
- K.4.1.3 No attempt has been made or shall be made by the Applicant to induce any other concern to submit or not to submit a Grant for the purpose of restricting competition.
- K.4.2 In submitting a proposal applicant certifies each signature on the proposal is considered to be a certification by the signatory that the signatory;
 - K.4.2.1 Is the person in the Applicant's organization responsible for determining the prices being offered in this Grant, and that the signatory has not participated and will not participate in any action contrary to subparagraphs K.7.1.1.1 through K.7.1.1.3 above; or
 - K.4.2.2 Has been authorized, in writing, to act as agent for the Applicant's principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs K.7.1.1.1 through K.7.1.1.3 above;
 - K.4.2.3 As an authorized agent, does certify that Applicant's principals named in subdivision K.3.2.2 above have not participated, and will not participate, in any action contrary to subparagraphs K.7.1.1.1 through K.7.1.1.3 above; and
 - K.4.2.4 As an agent, has not participated, and will not participate, in any action contrary to subparagraphs K.1 through K.2 above.

K.5 TAX CERTIFICATION

K.5.1 Each Applicant must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.1.5.

K.6 CERTIFICATION OF ENVIRONMENTALLY PREFERABLE PRODUCTS

K.6.1 The Provider, by accepting this grant, agrees to utilize in the facility supplies that comply with the District's environmentally preferable and effective products. The Provider, by accepting this grant, agrees that its products and services utilized in the Child Development Center do not contain any prohibited items, ingredients or components.

K.7 CERTIFICATION REGARDING A DRUG FREE WORKPLACE (JULY 1990)

K.7.1 By submission of its offer, the Applicant certifies and agrees that with respect to all employees of the Provider to be employed under a grant resulting from this solicitation, it will promptly:

- K.7.2 Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Provider's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- K.7.3 Establish an ongoing drug-free awareness program to inform such employees about the following:
 - K.7.3.1.1 The dangers of drug abuse in the workplace;
 - K.7.3.1.2 The Provider's policy of maintaining a drug-free workplace;
 - K.7.3.1.3 Any available drug counseling, rehabilitation, and employee assistance programs; and
 - K.7.3.1.4 The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- K.7.4 Notify the Grant Administrator in writing within ten (10) calendar days after receiving notice from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and
- K.7.5 Within thirty (30) calendar days after receiving notice of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace;
 - K.7.5.1 Take appropriate personnel action against such employee, up to and including termination; or
 - K.7.5.2 Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a District, State, or local health, law enforcement, or other appropriate agency.
 - K.7.5.3 Make a good faith effort to maintain a drug-free workplace.
- K.7.6 By submission of its offer, the Applicant certifies and agrees that the Applicant will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the grant resulting from this solicitation.

K.8 EMPLOYMENT AGREEMENT

- K.8.1By submission of its offer, the Applicant certifies and agrees that, for all offers over \$100,000, except for those in which the Applicant is located outside the Washington Metropolitan Area and will perform no work in the Washington Metropolitan Area (see Clause 28 of the Standard Contract Provisions), one of the primary goals of the District government is the creation of job opportunities for bona fide District residents. Accordingly, the Applicant agrees to pursue the District's following goals for utilization of bona fide residents of the District of Columbia with respect to this grant and in compliance with Mayor's Order 83-265: (1) at least 51% of all new jobs created as a result of this grant are to be performed by employees who are residents of the District of Columbia and (2) at least 51% of apprentices and trainees, if any, shall be residents of the District of Columbia registered in programs approved by the D.C. Apprenticeship Council. The Applicant also agrees to notify all perspective sub grantees, prior to execution of any contractual agreements, that the sub grantees shall implement the above requirements in their own employment practices. The Applicant understands and will comply with the requirements of The Volunteer Apprenticeship Act of 1978, D.C. Code sec. 36-401 et seq., and the First Source Employment Agreement Act of 1984, D.C. Code sec. 1-1161 et seq.
- K.8.2 The Applicant certifies that it shall enter into a First Source Employment Agreement with the District of Columbia Department of Employment Services (DOES). Under this First Source Employment Agreement, the Applicant will use DOES as the first source for recruitment and referral of any new employees. The Applicant shall negotiate the First Source Employment Agreement directly with DOES. Nothing in this certification or the First Source Employment Agreement shall be construed as requiring the Applicant to hire or train persons that it does not require for this grant, or that it does not consider qualified based on standards the Applicant applies to all job Applicants.

SECTION L: INSTRUCTIONS AND NOTICES TO APPLICANTS

L.1 GRANT/CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to award start-up grant resulting from this solicitation to the responsible Applicant whose offer conforming to the solicitation will be most advantageous to the District, cost or price, program and other factors, specified elsewhere in this solicitation considered.

L.1.2 **Initial Offers**

The District may award grants on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Applicant's best terms from standpoint of cost or price, program and other factors.

L.2 APPLICATION FORMAT

- L.2.1 Applicants are required to follow the format below and each application must contain the following information:
 - L.2.1.1 Qualifications/Background of Provider (Attachment J.1.7)
 - L.2.1.2 Table of Contents
 - L.2.1.3 Application Summary (**Not to exceed 3 pages**)
 - L.2.1.4 Project Narrative (**Not to exceed 20 pages**)
 - L.2.1.5 Certifications and Assurances (**Not counted in page total**, Attachments J.1.11a and J.1.11b)
 - L.2.1.6 Program Budget and Budget Narrative (**Not counted in page total**, Attachment J.1.10)
 - L.2.1.7 Appendices (Attachments: J.1.8 Work Plan; J.1.9 Staffing Plan;
 J.1.19 Confidentiality Statement, Appropriate Resumes,
 Organization Chart, Position Descriptions) (Not counted in page total)
- L.2.2 The maximum number of pages for the total application cannot exceed **sixty** (60) **pages** on 8½ by 11-inch paper. Margins must be no less than 1 inch and a font size of 12-point is required (New Times Roman or Courier type recommended). Pages should be numbered. The review panel shall not review applications that do not conform to these requirements.

L.3 DESCRIPTION OF APPLICATION SECTION

- L.3.1 The purpose and content of each section is described below. Applicants should include all information needed to adequately describe their objectives and plans for services. It is important that applications reflect continuity among the goals and objectives, program design, work plan of activities, and that the budget demonstrates the level of effort required for the proposed services.
 - L.3.1.1 **APPLICANT PROFILE:** Each application must include an Qualifications/Background of Provider, which identifies the applicant, type of organization, project service area and the amount of grant funds requested. See Attachment J.1.7.
 - L.3.1.2 **TABLE OF CONTENTS:** The table of contents should list major sections of the application with quick reference page indexing.
 - L.3.1.3 **APPLICATION SUMMARY:** This section of the application should be brief and serve as the cornerstone of the application. The application summary should highlight the major aspects of the objectives that are discussed in depth in other sections of the application.

- L.3.1.4 **PROJECT NARRATIVE:** This section of the application should contain the narrative that justifies and describes the project to be implemented. The project narrative should include the following:
 - L.3.1.4.1 Specific, measurable program objectives for the service area of the application;
 - L.3.1.4.2 Specific service(s) to be provided;
 - L.3.1.4.3 Detailed work plan for activities;
 - L.3.1.4.4 Proposed impact of the project due to the involvement of your organization;
 - L.3.1.4.5 History with the specified community in general; and
 - L.3.1.4.6 Experience with serving families within the target population in this capacity if no experience has been acquired, describe how past linkages to the target population will prove beneficial in this undertaking.
- L.3.1.5 **PROGRAM BUDGET AND BUDGET NARRATIVE:** A standard budget form is provided in Attachment J.1.10. The budget for this application shall contain detailed, itemized cost information that shows personnel and other direct costs. The detailed budget narrative shall contain a justification for each category listed in the budget. The narrative should clearly state how the applicant arrived at the budget figures.
 - L.3.1.5.1 **PERSONNEL:** Show proposed salaries and wages for all project staff.
 - L.3.1.5.2 **FRINGE BENEFITS:** Include in proposed benefits comparable to those paid to the other members of the Applicant's staff. Show fringe rate.
 - L.3.1.5.3 **TRAVEL:** Show proposed expenditures for travel, including estimated staff, consultant and participant travel. Include per diem and reimbursement policy.
 - L.3.1.5.4 **SUPPLIES:** List proposed supplies and educational materials.
 - L.3.1.5.5 **OTHER:** Include utilities and telephone and maintenance services directly related to project activities. Include insurances, subscriptions and postage.

L.3.1.5.6 **INDIRECT:** Show calculation and indirect rate.

- L.3.1.6 **PROGRAM BUDGET AND BUDGET NARRATIVE:** A standard budget form is provided in Attachment J.1.10. The budget for this application shall contain detailed, itemized cost information that shows personnel and other direct costs. The detailed budget narrative shall contain a justification for each category listed in the budget. The narrative should clearly state how the applicant arrived at the budget figures.
- L.3.1.7 **APPENDICES:** This section shall be used to provide program material, supporting documentation and endorsements. Such items may include:

L.3.1.7.1	Audited financial statement;
L.3.1.7.2	Most recent annual report;
L.3.1.7.3	Indication of organization status;
L.3.1.7.4	Roster of the Board of Directors;
L.3.1.7.5	Proposed organizational chart for the project
L.3.1.7.6	Organizational budget (as opposed to project
	budget);
L.3.1.7.7	Letters of support or endorsements;
L.3.1.7.8	Staff resumes (if applicable); and
L.3.1.7.9	Planned job descriptions (if applicable).

L.3.1.8 **LIST OF ATTACHMENTS.**

L.4 PRE-APPLICATION MEETING

L.4.1 **Pre-Application Conference**

L.4.2 A pre-Application conference will be held on Monday, July 10, 2006, from 2:00-5:00 pm., at the UCC Child Development Center, 2720 Martin Luther King Jr. Avenue, SE, 1st, Washington, DC 20032.

L.4.3 **Application Submission Time**

- L.4.4 Applications must be submitted no later than 2:00 p.m. EDT, July 21, 2006. Applications, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above will not be considered.
- L.4.4.5 Note that traffic and parking in the vicinity of 64 New York Avenue, NE; 6th Floor, Washington, DC 20002 (where the proposals are to be delivered) is very challenging. Applicants are

strongly encouraged to ensure that their proposals are delivered early, ideally the day before they are due.

The procedure below should be followed to ensure that your application is received by the deadline. Applicants should allow one hour before the deadline time to clear the security checkpoints.

- 1. Enter through the front of the building.
- 2. Security may pre-screen application packages and you will be asked to sign-in.
- 3. The applicant will be directed to DHS Office of Grants Management (OGM) on the 6th Floor.
- 4. OGM staff will accept and sign for application packages and give you a receipt.

Important: OGM will not accept responsibility for delays in the delivery of applications due to security clearance check at the lobby.

L.4.5 **Postmarks**

L.4.5.5 The only acceptable evidence to establish the date of an Application sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the Application, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the Application shall be considered late unless the Applicant can furnish evidence from the postal authorities of timely mailing.

L.4.6 Late Submissions

L.4.6.5 A late Application, late request for modification or late request for withdrawal shall not be considered.

L.4.7 Late Applications

L.4.7.5 A late Application, late modification or late withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.4.8 **Hand Delivery or Mail To:**

Office of Grants Management 64 New York Avenue, NE

6th Floor Washington, DC 20002

Attn: Ms. Priscilla Burnett, Program Assistant

Phone: (202) 671-4407

L.5 EXPLANATION TO PROSPECTIVE APPLICANTS

L.5.1 If a prospective Applicant has any questions relative to this solicitation, the prospective Applicant shall submit the question <u>in writing or by email</u> to the Office of Grants Management. FAX to (202) 671-4326 is considered to be in writing. If faxed, simultaneously email <u>priscilla.burnett@dc.gov</u> to announce that FAX was sent. The prospective Applicant shall submit questions no later than <u>3</u> work days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than <u>3</u> workdays before the date set for submission of Application. If required, the District will furnish responses promptly to all prospective Applicants. An amendment to the solicitation shall be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Applicants. Oral explanations or instructions given before the award of the grant will not be binding on the District.

L.6 FAILURE TO SUBMIT OFFERS

L.6.1 Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Grant Administrator identified herein, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Grant Administrator, of the reason for not submitting an Application in response to this solicitation. If a recipient does not submit an offer and does not notify the Grant Administrator that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.7 RESTRICTION ON DISCLOSURE AND USE OF DATA

- L.7.1 Applicants who include in their Application data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:
 - L.7.1.1 "This Application includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process."
 - L.7.1.2 If, however, a grant is awarded to this Applicant as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent

consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this Application if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

- L.7.2 Mark each sheet of data it wishes to restrict with the following legend:
 - L.7.2.1 "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this Application."

L.8 PROPOSALS WITH OPTION YEARS

L.8.1 The Applicant shall include option year prices in its Budget Application for the third year. An offer may be determined to be unacceptable if it fails to include option year pricing for the third year.

L.9 APPLICATION PROTESTS

L.9.1 Any actual or prospective bidder, Applicant, or Provider who is aggrieved in connection with the solicitation or award of a grant, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation, which are apparent prior to bid opening, or the time set for receipt of initial proposals shall be filed with the Board prior to bid opening or the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20005. The aggrieved person shall also mail a copy of the protest to the Contracting officer for the solicitation.

L.10 SIGNING OF OFFERS

L.10.1 The Provider shall sign the offer. The person signing the offer must initial erasures or other changes. Offers signed by an agent shall be accompanied by evidence of that agent's authority.

L.11 UNNECESSARILY ELABORATE PROPOSALS

L.11.1 Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Applicant's lack of cost consciousness.

Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.12 RETENTION OF PROPOSALS

L.12.1 All Application documents will be the property of the District and retained by the District, and therefore shall not be returned to the Applicant.

L.13 APPLICATION COSTS

L.13.1 The District is not liable for any costs incurred by the Applicant's in submitting proposals in response to this solicitation.

L.14 CERTIFICATES OF INSURANCE

L.14.1 The Provider shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.8 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of grant award to:

Ms. Angela Chester-Johnson, Grant Administrator Early Care and Education Administration Department of Human Services 717 14th Street, NW; Suite 801 Washington, DC 20005

Phone: (202) 727-1839 Fax: (202) 724-5218

L.15 ACKNOWLEDGMENT OF AMENDMENTS

L.15.1 The Applicant shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Applicant's failure to acknowledge an amendment may result in rejection of the offer.

L.16 BEST AND FINAL OFFERS

L.16.1 If, subsequent to receiving original proposals, negotiations are conducted, all Applicants within the competitive range shall be so notified and shall be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to Late Submissions, Late Modifications and Late Withdrawals of Applications provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Grant Administrator determines that it is clearly in the Government's best interest

to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Provider selection and award based on the best and final offers received. If discussions are reopened, the Grant Administrator shall issue an additional request for best and final offers to all Applicants still within the competitive range.

L.17 LEGAL STATUS OF APPLICANT

- L.17.1 Each Application must provide the following information:
 - L.17.1.1 Name, Address, Telephone Number, EIN #, District tax identification number and DUNS Number of Applicant;
 - L.17.1.2 District of Columbia license, registration or certification, if Applicant is required by law to obtain same. If the Applicant is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the Applicant shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
 - L.17.1.3 If the Applicant is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.
 - L.17.1.4 The District reserves the right to request additional information regarding the Applicant's organizational status.

L.18 FAMILIARIZATION WITH CONDITIONS

L.18.1 Applicants shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties, which may be encountered, and the conditions under which the work is to be accomplished. Grantees will not be relieved from assuming all responsibility for property estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.19 RESPONSIBILITY FOR ASSESSING THE FACILITY

L.19.1 The Unified Communication Center and its Child Development Center are new facilities and the readiness of its equipment must be maintained through the term of this grant. As such, the Provider is responsible for assessing the facility, condition of equipment and facility, and effort needed to operate and maintain the facility. Equipment Inventory (Section J.1.17 provided pre-award to Provider by District are provided in good faith for informational purposes, but usually contain some errors.

L.20 DRAWINGS AND SPECIFICATIONS

L.20.1 The Drawings are Instruments of Service through which the space for which the service rendered by the Provider is described. The Provider may retain one record set. Neither the Provider, nor any Sub grantee, nor material or equipment supplier shall own or claim a copyright in the Drawings. All copies of Instruments of Service, except the Provider's record set, shall be returned or suitably accounted for upon award of the Grant to provide a consolidated maintenance contract. The Drawings and other documents, and copies furnished to the Provider, are solely with respect to this project.

L.20.2 If the District does not supply certain equipment, furnishings, and materials, then Provider shall provide these, in conformance with the Specifications.

SECTION M: EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

M.1.1 The grant shall be awarded to the responsible Applicant whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

M.2 NUMERIC RATING SCALE

M.2.1 The Numeric Rating Scale is as follows:

Numeric Rating	<u>Description</u>
0	Fails to meet minimum requirements;
1	Marginally meets requirements;
2	Satisfactorily meets requirements;
3	Exceeds all requirements;

M.3 EVALUATION OF PROPOSALS

M.3.1 The Government Application evaluation team shall evaluate proposals from Applicants. This team will select the Provider of this grant by making a decision that places significantly more emphasis on the program aspects of the submitted proposals more than on price.

- M.3.2 The review panel shall be composed of unbiased, qualified, professional individuals who have been selected for their unique experiences in human services and early care and education. The review panel shall review, score and rank each application. Upon completion of its review, the panel shall make recommendations for awards based on the scoring process. DHS/ECEA shall make the final funding determination.
- M.3.3 Numerical scoring shall be used to organize Application elements under evaluation, but the final selection shall be based on the judgment of the evaluation team, selecting the firm that offers the best balance of price and program attributes.
- M.3.4 Based upon the evaluation criteria described herein, the Government Application evaluation team will select the prospective Awardee that represents the best value for the Government. If the price Application of the prospective awardee firm is acceptable to the District, the District will award this work to said firm. If the price Application of the prospective awardee firm is unacceptable to the District and/or requires clarification to achieve acceptability, the District will negotiate any or all elements of the prospective awardee firm's Application. If such negotiations are satisfactory to the District, the District will award the grant to the prospective awardee at the negotiated and/or clarified price. If such negotiations are unsatisfactory to the District, the District will terminate negotiations with the prospective awardee and commence negotiations with the second-rated prospective awardee, if any.
- M.3.5 The District reserves the right to reject any or all proposals determined to be inadequate or unacceptable or other reasons determined to be in the best interest of the District. The District may make an award on the basis of initial individual proposals received without discussion or oral interviews. Therefore, each Application should contain the Applicant's best terms. The District may select a "competitive range" of Applicants by eliminating Applicants whose proposals the District finds unacceptable. The District may also negotiate with individual Applicants and request clarification and revision of individual proposals. The District may hold discussions with and request oral presentations from those firms determined to be in the competitive range and may use the information derived from such presentations, if any, in the evaluation preceding selection of awardee.

M.4 APPLICATION FACTORS AND WEIGHT

M.4.1 The evaluation of offers will be based on program design and price factors described below. Award of a grant shall be made to the Applicant whose Application offers the best value to the District from an aggregate program and price standpoint. Evaluation factors in aggregate are significantly more important than price. The results of the evaluations of both the program and

price proposals will be used to determine the competitive range and ultimately in the selection of the successful Applicant. There is a total of 100 points assigned to the price and non-price evaluation factors.

M.4.2 Selection of Applicants for grant awards shall be based on an evaluation of proposals against the following factors. Upon receipt of proposals, the evaluation team will allocate weights to the criteria and sub-criteria, beyond the evaluation factor weight distribution shown below.

M.5 FACTOR A – PROGRAM DESIGN (0 – 30 POINTS)

M.5.1 **Program Design (Total 30 Points)**

M.5.1.1 The proposed activities and work plan will result in timely project start-up, in the accomplishment of project objectives, and are consistent with program objectives described in the Program Scope. (10 Points)

M.5.1.2 General and Specific Skills and Qualifications: (15 points)

The following factors are listed in descending order importance:

- M.5.1.2.1 Creative Curriculum, Scholastic's Building
 Language for Literacy of Early Childhood
 Program, High/Scope, and Core Knowledge, Core
 Knowledge or Opening the World of Learning
 (OWL). Applicant has appropriate personnel with a
 demonstrated record of accomplishment, training and
 delivery of the type of scholastic program set forth
 above.
- M.5.1.2.2 Early Learning Standards for Children Entering Kindergarten in the District of Columbia as the basis for Classroom instruction. Applicant has appropriate personnel with a demonstrated record of accomplishment, training and delivery of the type of scholastic program set forth above.
- M.5.1.2.3 Program assessment protocol that will include one or more of the following instruments: Peabody Picture Vocabulary Test (PPVT), Early Childhood Environmental Rating Scale Revised (ECERS-R) Infant and Toddler Environmental Rating Scale Revised (ITERS-R) and Early Language and Literacy Classroom Observation (ELLCO). Applicant has appropriate personnel with a demonstrated record of

accomplishment, training and delivery of the type of scholastic program set forth above.

- M.5.1.2.4 **Expert Team Qualifications:** Applicant has proposed expert personnel with demonstrated track records of providing services in support of projects of the type described in this grant. Weight shall be given to Application of an expert team that has the depth of experience and other qualifications necessary to repeat successfully performance of similar projects under similar circumstances.
- M.5.1.3 The proposal clearly describes the methods to be used to outreach to the selected target population. In addition, information shall be provided to describe how the program will encourage the proposed target population to utilize the facility during the specified hours and days of operation 23/7/365. (5 points)

M.6 FACTOR B – PAST PERFORMANCE AND EXPERIENCE OF PROVIDER (0-30 POINTS)

- M.6.1 Past Performance and Experience of Provider (Total 30 Points)
 - M.6.1.1 Evaluation of past performance and experience allows the District to assess the prime Provider's ability to perform and relevance of the work performed.
 - M.6.1.2 **Past Performance:** This factor considers the extent of the Applicant's past performance within the last ten (10) years, in achieving a high degree of client satisfaction. Evaluation of this factor shall be based on previous Clients' assessment of the quantity and quality of Applicant's performance with employer-sponsored early care and education for federal or local government entities, Fortune 500 companies, 24x7 Call Centers, Hospitals or large complex business enterprises whose employees work non-traditional, shift and extended hours. (15 points)
 - M.6.1.2.1 The evaluation team shall utilize a form (or questionnaire) for collecting and assessing past performance information. In the case of an Applicant without a record of relevant past performance or for whom information on past performance is not available, the Applicant shall receive a score of zero "0" points as defined herein.

M.6.1.3 **Experience:** This factor considers the extent of the "corporate" (i.e. organizational) experience of Applicant itself within the last ten (10) years in successfully operating early care and education licensed and nationally accredited facilities. The District intends to source all services and deliverables described herein from a single Provider. (10 points)

- M.6.1.3.1 The evaluation team shall utilize the five (5) client references, including the names, address, and phone number for each contact, including one (1) reference from a client in a similar industry to determine capabilities of the Applicant. In the case of an Applicant who has failed to provide requested client references, the Applicant shall receive a score of zero "0" points as defined herein.
- M.6.1.4 **Local Presence and Experience:** Applicant has a demonstrated record of accomplishment of successfully supporting work of the type included in this grant, in the Washington, DC region. (5 points)

M.7 FACTOR C – ORGANIZATIONAL CAPABILITY AND RELEVANT EXPERIENCE (0 – 20 POINTS)

- M.7.1 Organizational Capability and Relevant Experience (Total 20 Points)
 - M.7.1.1 This evaluation factor considers the education, experience, knowledge, past performance, necessary skills and expertise of the key personnel directly assigned to the project
 - M.7.1.2 **Proposed Key Personnel:** The key personnel identified below shall be evaluated on their specific experience and past performance on projects of similar size and complexity to the work in this grant. Key personnel will also be evaluated on their ability to properly schedule and manage personnel (including sub grantee(s) if applicable) associated with the applicable day-to-day work and required deliverables. In addition, this factor will take into account Applicant's tangible ability to deliver the specific personnel that have been successful on previous relevant projects. Evaluation team shall contact listed references and utilize form (or questionnaire) to assess each key personnel's skills and qualifications. **(20 points)**
 - The Center Director;
 - Teaching staff;

- The head of Provider's proposed team, who shall also be Provider's day-to-day representative in contact with the grant, GA;
- Any other personnel proposed by Applicant as key personnel.
- M.7.1.3 Identify key personnel listed above by name. Provide resumes for subject personnel that indicate reference names and their telephone numbers. Changes in operations relevant to staffing and program shall be submitted to the Office of Unified Communications (OUC), Department of Health (DOH) and Early Care and Education Administration (DHS/ECEA) within ten (10) business days of any change.

M.8 FACTOR D – BUDGET (0 – 20 POINTS)

M.8.1 **Budget (Total 20 Points)**

- M.8.1.1 Evaluators shall review Applicant's proposed cost and pricing against both qualitative and quantitative criteria, as follows:
- M.8.1.2 **Balanced Pricing:** Balance pricing (as compared to "unbalanced" pricing, which may be cause for rejection of Applicant's Application) means all proposed pricing shall not significantly differ from recognized market rates. This factor includes an evaluation of the price proposed by the Applicant for performing the requirements of the contemplated grant as set forth in the solicitation. Price Application will be evaluated for reasonableness, which will be determined by price analysis and price inter-comparison. The applicant demonstrates that the proposed budget is reasonable, realistic and will achieve project objectives. (5 **Points**)
- M.8.1.3 **Sound Fiscal Management and Reasonable Budget:** The applicant provides evidence of sound fiscal management and financial stability and documents the availability of resources other than the grant funds that supports the organization. **(5 Points)**
- M.8.1.4 **Adjusted OUC Tuition Rates:** This factor includes an evaluation of a reduce rate of employees of the OUC in comparison to regional tuition market rates. **(5 Points)**
- M.8.1.5 **Demonstrated Knowledge of Subsidy Programs:** Applicant demonstrated knowledge of the District of Columbia early care and education subsidy program and associated eligibility determination. Applicant has demonstrated the capacity to administer the proposed program possibly from multiple funding streams. **(5 Points)**

ATTACHMENT J.1.7

The Unified Communications Center (UCC) Child Development Center Request for Applications (RFA) # 0721-07

QUALIFICATIONS/BACKGROUND OF PROVIDER

PLACE THIS FORM AT THE FRONT OF THE APPLICATION

APPLICANT'S NAME:	
TYPE OF ORGANIZATION	
CORPORATION Non-Profit Organization (OTHER
A CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF:	
IF THE APPLICANT IS A FOREIGN ENTITY, IT OPERATES AS:	
AN INDIVIDUAL A JOINT VENTURE, OR A CORPORATION REGISTERED FOR BUSINESS IN	(COUNTRY)
CONTACT PERSON:	
OFFICE ADDRESS:	
PHONE NUMBER:	
FAX NUMBER:	
FEDERAL ID NUMBER:	
PROGRAM DESCRIPTION:	
BUDGET: TOTAL FUNDS REQUESTED: \$	

ATTACHMENT J.1.8

WORK PLAN

EXECUTIVE SUMMARY

Provide your organization's mission statement and an executive summary of the resources, experience, and corporate culture.

QUALIFICATIONS/BACKGROUND OF PROVIDER

1. CORPORATE INFORMATION AND BACKGROUND

- a. Provide a copy of your organization's most recent annual report.
- b. Provide the number of years you have been in business.
- c. Describe your company's culture.
- d. Describe the community involvement initiatives supported by your organization.
- e. Identify the total number of permanent employees ("manpower") by discipline or specialty.
- f. Identify the highest manpower level in past five years.
- g. Identify the lowest manpower level in last five (5) years.
- h. Identify the estimated manpower to be available for assignment to this project at peak.

2. QUALIFICATIONS AND EXPERIENCE

- a. Describe your organization's approach to operating a non-traditional employersponsored early care and education program for children of essential employees.
- b. Describe your approach to and experience with employer-sponsored early care and education. Include in your description your specific experience working with clients for Federal or local government entities, Fortune 500 companies, 24x7 Call Centers, Hospitals or large complex business enterprises whose employees work non-traditional, shift and extended hours.
- c. Describe your commitment to and experience with accreditation as defined by the National Association for the Education of Young Children (NAEYC), including the Center's location (city and state) that your organization operates, which are licensed and accredited. Describe your plans to achieve accreditation for those

- not currently accredited. Specify plans to have the UCC Child Development Center accredited by NAEYC within two (2) years.
- d. How many employer-sponsored [full-service extended care, back-up, evening, weekend, consortium, and/or 24-hour] centers does your organization manage? Provide a listing of these employer-sponsored centers, highlight those centers operated for clients in the Federal or local government, Fortune 500 companies, 24x7 Call Centers, Hospitals or large complex business enterprises whose employees work non-traditional, shift and extended hours. Listing should contain the name of the client sponsors and the centers' locations (city and state).
- e. Describe your approach to and experience with managing more than one site for a single company. Provide a list of current clients who sponsor more than one early care and education Center under your management.
- f. Describe the qualifications of the leadership within your organization who provide expertise in [full-service extended care, back-up, evening, weekend, consortium, and/or 24-hour] centers' programming. Provide a company organization chart.

3. TEAM AND ORGANIZATION QUALIFICATIONS

- a. Describe Applicant-proposed team's qualifications to provide services for projects similar to the requirements of this RFA # 0721-07. Describe your firm's ability and experience in successfully (i) implementing employer-sponsored early care and education in a mission critical facilities. Include in your description your specific experience working with clients for Federal or local government entities, Fortune 500 companies, 24x7 Call Centers, Hospitals or large complex business enterprises whose employees work non-traditional, shift and extended hours.
- b. Explain how your organization differentiates employer-sponsored care that you develop and operate from traditional community-based early care and education.
- c. Describe your commitment to and experience with accreditation as defined by the National Association for the Education of Young Children (NAEYC), including the percentage of centers your organization operates that are accredited. Describe your plans to achieve accreditation for those not currently accredited. Specify plans to have the UCC Child Development Center accredited by NAEYC.
- d. How many employer-sponsored [full-service extended care, back-up, evening, weekend, consortium, and/or 24-hour] centers does your organization manage? Provide a listing of these employer-sponsored centers, highlight those centers operated for clients in the Federal or local government, Fortune 500 companies, 24x7 Call Centers, Hospitals or large complex business enterprises whose employees work non-traditional, shift and extended hours. Listing should contain the name of the client sponsors and the centers' locations (city and state).

e. Describe your approach to and experience with managing more than one site for a single company. Provide a list of current clients who sponsor more than one early care and education Center under your management.

f. Describe the qualifications of the leadership within your organization who provide expertise in [full-service extended care, back-up, evening, weekend, consortium, and/or 24-hour] centers' programming. Provide a company organization chart.

4. CLIENT RELATIONSHIPS

- a. Describe your expertise in managing and supporting the client relationship. Include in your description the systems and/or mechanisms that are used by your organization to facilitate active client involvement, monitoring of the Center, and ongoing communication between your organization and the OUC. Identify the primary person(s) within your organization who would be responsible for the relationship and the number of other client accounts for whom your primary representative will have responsibility.
- b. Describe your reporting process utilized by your organization to communicate Center-specific information to the employer-sponsor and provide examples of these reports. Include in your description the frequency in which reports are provided.
- c. Describe your process for determining and maintaining client satisfaction.
- d. Describe the resources your organization offers to the District to employees of Office of Unified Communications (OUC) such as Parenting Classes; Open House, etc. to realize the maximum value of the Center.
- e. Describe how your organization plans to demonstrate Community Partnerships.
- f. General program description, with information regarding the cost of installation for live web cast technology in response to this RFA # 0721-07.
- g. Provide five (5) client references, including the names, address, and phone number for each contact; include at least one (1) reference from a client in a similar industry and one for whom your organization manages a comparably-sized program.
- h. Provide a statement that you are willing to sign a "key personnel" clause, ensuring that proposed key personnel shall be assigned for the project duration.

ATTACHMENT J.1.9

STAFFING PLAN

Proposed FTE Teaching Staff Based on 18-Hours per Day						
nfants						
4 Infant Caregivers						
Young Toddlers						
5 Caregivers						
Older Toddlers						
2 Teachers						
2-3 Assistant Teachers						
Preschool 1						
2 Teachers						
2-3 Assistant Teachers						
Preschool 2						
1 Teacher						
1 Assistant Teacher						
Fotal						
. Utai						

PROGRAM BUDGET

Utilizing information from the Staffing Plan, Section J.1.9, calculate the number of full-time equivalents (FTEs) teaching staff, broken out by month and by age group using the following format:

Include anticipated salaries and wages by position. Include detailed information on the staffing levels that have been assumed in the proposed budget.

Also, include the proposed parent fees by age group presented in the following table format.

Proposed Monday-Sunday Tuition Rates Based on 18-Hours per Day					
	0	OUC/Client		All other DC Government Employee Rates	
Age Group	Weekly	Monthly	Weekly	Monthly	
Infants	\$	- \$	- \$	- \$ -	
Young Toddlers		-	-		
Older Toddlers		_	-	-	
Preschool 1		_	-	-	
Preschool 2		_	-	-	
Weighted Average	\$	- \$	- \$	- \$ -	

Full-Time Equivalent Staffing Configuration				
	Annual/Hourly Pay Rate	FTE	Percentage	
Position	(Year 1)	Staff	in Ratio	
Director	Annually \$0 (+ Bonus)	0.0	0%	
Program Coordinator	\$0 Annually	0.0	0%	
Administrative Assistant	\$0 Annually	0.0	0%	
Prep Cook	\$0 Annually	0.0	0%	
Lead Teacher (Core Program)	\$0 Per Hour	0.0	100%	
Teacher (Core Program)	\$ Per Hour	0.0	100%	
Assistant Teacher (Core Program)	\$ Per Hour	0.0	100%	
Caregivers (Core Program)	\$ Per Hour	0.0	100%	
Additional Bonuses (as applicable)	Non-Director \$Bonuses			
Average Teacher Wage (per Hour)	\$ Total Staff FTE's	0.0		

Furniture, Fixtures, and Equipment Costs

Furniture, Fixtures, and Equipment		
84 Capacity - Overall Operations		
Exterior Playground Equipment	\$0	
Furniture and Fixtures	\$	
Classroom and Start-Up Supplies	\$	
Curriculum Computers	\$	
Computer Equipment	\$	
Other Capital (Please describe.)	\$	
Subtotal Furniture, Fixtures, and Equipment	\$	



GOVERNMENT OF THE DISTRICT OF COLUMBIA Office of the Chief Financial Officer



Certifications Regarding
Lobbying; Debarment, Suspension and Other Responsibility
Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code. and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Standard Form Ill, "disclosure of Lobbying Activities," ion accordance with its instructions;
- c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including sub grants, contracts under grants and cooperative agreements, and subcontracts and that all sub-recipients shall certify and disclose accordingly.



2. Debarment, Suspension, And Other Responsibility Matters (Direct Recipient)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510----

- A. The applicant certifies that it and its principals:
- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public Federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or other criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
 - B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
- 3. Drug-Free Workplace (Grantees Other than Individuals)

As required by the Drug Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F. for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-----

- C. The applicant certifies that it will or will continue to provide a drug-free workplace by:
- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;
- b) Establishing an on-going drug-free awareness program to inform employees about---
 - 1. The dangers of drug abuse in the workplace;
 - 2. The applicant's policy of maintaining a drug-free workplace;
 - 3. Available drug counseling, rehabilitation, and employee assistance programs; and



- 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Making it a requirement that each employee be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will------
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e) Notifying the agency, in writing, within ten (10) calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Early Early care and education Education Administration, 717 14th Street, NW, Suite 1200, Washington, DC 20005. Notice shall include the identification number(s) of each affected grant;
- f) Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted---
 - 1. Taking appropriate personnel action against such an employee, up to an including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 3. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (1), (c), (d), (e), and (f).
 - D. The applicant may insert in the space provided below the sites for the performance of work done in connection with this grant:

Place of Performance (Street address, city, county, state, zip code)



Drug- Free Workplace (Grantees who are Individuals)

As required by the Drug- Free Workplace Act of 1988, and implemented at 28 CFR Part 67, subpart F, for grantees as defined at 28 CFR Part 67; Sections 67 and 67.620 –

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Office of the Unified Communications Center 2720 Martin Luther King, Jr., Avenue, SE Washington, DC 20032

1.	Grantee Name and Address
2.	Application Number and/ or Project Name
3.	Grantee IRS/ Vendor Number
4.	Typed Name and Title of Authorized Representative



ASSURANCES

The applicant hereby assures and certifies compliance with all Federal statues, regulations, policies, guidelines, and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements- 28 CFR, Part 66, Common Rule, that govern the application, acceptance and use of Federal funds for this federally- assisted project.

Also, the Application assures and certifies that:

- 1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of The applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of The applicant to act in connection with the application and to provide such additional information as may be required.
- 2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 PL 91-646 which provides for fair and equitable treatment of persons displaced as a result of Federal and federallyassisted programs.
- 3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants (5 USC 1501, et. seq.).
- 4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
- 5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- It will give the sponsoring agency of the Comptroller General, through any authorized 6. representative, access to and the right to examine all records, books, papers, or documents related to the grant.
- 7. It will comply with all requirements imposed by the Federal- sponsoring agency concerning special requirements of Law, program requirements, and other administrative requirements.



- 8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA), list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA>.
- 9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, Stat. 975, approved December 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal Financial Assistance," includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- 10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et. Seq.). By (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register Historic Places that are subject to adverse effects (see 36 CFR Part 800.0) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
- 11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18. Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42. Nondiscrimination/ Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Program.
- 12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789 (d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Education Amendments of 1972; and the Age Discrimination Act of 1975.



- 13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, U.S. Department of Justice Programs.
- 14. It will provide an Equal Employment Opportunity Program is required to maintain one, where the application is for \$500,000 or more.
- 15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L 97-348), dated October 19, 1982, (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

Signature/ Date



LICENSING REQUIREMENTS FOR CHILD DEVELOPMENT CENTER CHECKLIST

Check	each of the following as you go along:	
1.	Attend the child development Center licensing orientation or meet with a Licensing Specialist.	
2.	Select a location and obtain a Certificate of Occupancy from the Department of Consumer and Regulatory Affairs, Building and Land Regulation Administration, Zoning Division at 941 North Capitol Street, NE, 2 nd floor. Note: If you intend to apply for a 24- hour child development Center license, you must inform the Zoning Division when you apply for the Certificate of Occupancy.	
3.	Submit a Child Development Center Application, Clean Hands Act Certification, (3) Reference letters for the Director and a pre-inspection fee of \$65.00 to the District of Columbia Department of Health, Child and Residential Care Facilities Division (C&RCFD). Note: If you plan to be incorporated, you must submit an original Certificate of Good Standing (valid for 30 days) from the Department of Consumer and Regulatory Affairs, at 941 North Capitol Street, NE.	
4.	A Licensing Specialist will call within (10) days, and schedule an appointment to conduct an on-site inspection. At this time, you will receive a written report of corrections to be made and additional requirements.	
5.	A Licensing Specialist will facilitate the Fire Protection and Lead-Based Paint Inspections. A representative from each division will call to set up an appointment to conduct an on-site inspection.	
6.	Prepare and submit a Fire Evacuation Plan (narrative and diagram) to be approved by the Department of Consumer and Regulatory Affairs, Building and Land Regulation Administration, 941 North Capitol Street, NE, 2 nd floor. A copy of this document must be given to the Licensing Specialist.	
7.	Obtain a Certificate of Lead-Based Paint Compliance. A Certificate will be issued by the Department of Health, Environmental Health Administration, lead Poisoning Prevention Division, 51 N Street, NE, 3 rd Floor.	
8.	Recruit staff; submit complete health certificates and credentials (resumes and transcripts with the college or university's seal) of Director and teachers to the C&RCFD for review and approval. Note: You must include staffing information for evening and nighttime care for review to qualify for a 24-hour child development Center license. Obtain First Aid and CPR Certification. A person who is certified in First Aid and CPR must be present with the children at all times. Note: If you intend to apply for a 24-hour child development Center license, you must have a staff person who is certified for First Aid and CPR on duty at all times.	



9.	Obtain and submit a Food Handling Certificate. Information is available at the Bureau of Food, Drug and Radiation Protection on 202-535-2180. Note: A certified food handler must be present when preparing and serving meals. Snacks for children.	
10.	Submit sample menus following the USDA Child and Adult Care Food Program Meal Pattern to the C&RCFD for review and approval. Note: See additional requirements for evening and nighttime care if you intend to apply for a 24- hour child development Center license.	
11.	Develop and submit your program and policy statement to the C&RCFD for review and approval.	
12.	Submit a daily activity schedule for each group to the C&RCFD for review and approval. Note: See additional requirements for evening and nighttime care if you intend to apply for a 23- hour child development Center license.	
13.	Purchase developmentally appropriate toys, manipulative, equipment, cots/cribs and on/ off premise first aid supplies. Note: Facility must have adequate supplies for the number of children enrolled.	
14.	Set up program learning/ activity areas for children.	
15.	Identify individual storage space for children.	
16.	Obtain complete copies of applicable forms for children and maintain in individual files (to include Registration Record, Authorization for Emergency Medical Treatment and a current Health Certificate.	
17.	Correct all deficiencies that were given during inspections.	
18.	A Licensing Specialist will call and schedule an appointment to conduct a follow-up inspection with 60 days to ensure that all requirements are met.	
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When all licensure requirements are met, a child development Center license will be issued after a payment of the licensure fee. The hours of operation and the ages of children to be cared for will be issued according to your request on the application. The Center's licensure fee depends on the licensed capacity of the Center.

Your child development Center license must be renewed every year. You must have a child development Center license before you can take care of children or you may be fined more than \$650.00 for providing early care and education without a license.



UNIFIED COMMUNICATIONS CENTER CHILD DEVELOPMENT CENTER OPERATION RFA # 0721-07

APPLICANT QUESTION SHEET

INSTRUCTIONS:

Please fully complete this form and submit to:
Ms. Priscilla Burnett
Office of Grants Management
Fax (202) 671-4326

APPLICANT INFORMATION:

Compa	any Name:	City/ State:	
Contac	ct Person:	Tele No.: ()	
REFE	RENCE INFORMATION:		
Section	n No		
Sub-N	(o. (Pg#, Paragraph)		
QUES	STION:		
Note:			
1.		s such as the above do not amend the RFA amended by a duly authorized written ame	
2.		hay ask questions provided such questions the District. The District does not guarante to for receipt of proposals.	

Original Receipt

UNIFIED COMMUNICATIONS CENTER CHILD DEVELOPMENT CENTER OPERATION RFA # 0721-07

The Department of Human Services is in receipt of the original application and five (5) copies submitted in response to the Request for Applications for UCC Child Development Center Program Management:

Submitted by:			
·	(Contact Name/ Please Prin	t Clearly)	
	(Organization Name)		
	(Address, City, Sate, Zip Co	ode)	
	(Phone Number)	(Fax Number)	
For DHS Only	:		
Receiv	ed applications: Time:		
Applica	ation andcop	ies	
Receiv	ed on this date:		
Receiv	ed by:		

PROPOSALS WILL NOT BE ACCEPTED AFTER 2:00 P.M.

UNIFIED COMMUNICATIONS CENTER CHILD DEVELOPMENT CENTER OPERATION RFA # 0721-07

EQUIPMENT LIST

In reviewing the attached Engineering Drawings and Specification, Attachment J.1.13, please note the items listed below which the District is entitled to and shall be supplied by either the General Contractor or the Applicant as specified.

The General Notes portion on Drawing A-125 indicates that items Not In the Contract (nic) are shaded. This would apply to the following items:

- 1. Cubbies at two (2) locations on Level C1 and four (4) locations on Level C2, and a stage in Multipurpose Room C205.
- 2. Room C104 (Younger Toddler) thirteen (13) typical cubbies, one (1) corner cubbie
- 3. Room C104 (Older Toddler) sixteen (16) typical cubbies, one (1) corner cubbie
- 4. Room C107 (Cubbies) twenty-four (24) typical cubbies
- 5. Room C204 (Preschool #1) eleven (11) typical cubbies, two (2) corner cubbies
- 6. Room C204 (Preschool #2) sixteen (16) typical cubbies, one (1) corner cubbie

There are eighty (80) typical cubbies and five (5) corner cubbies graphically indicated which have been built according to specification and standards which the District supplied.

The District is entitled to by the UCC Construction Contractor the following items that shall be installed in the CDC during construction:

- 1. Room C102 six (6) chairs
- 2. Room C103A one (1) chair
- 3. Room C109 one (1) refrigerator
- 4. Room C109 one (1) dishwasher
- 5. Room C202 seven (7) chairs, one (1) table, one (1) desk
- 6. Room C207 two (2) washers, two (2) dryers
- 7. Room C209 six (6) chairs, one (1) table

UNIFIED COMMUNICATIONS CENTER CHILD DEVELOPMENT CENTER OPERATION RFA # 0721-07

DEFINITIONS/ACRONYMS

DEFINITIONS/ACRONYMS

Acceptance

"Acceptance" means an authorized representative of the District has inspected and agreed that the work meets all requirements of this grant, to include documentation requirements.

ANC

The Advisory Neighborhood Commissions (ANC). There are 37 Advisory Neighborhood Commissions (ANCs) in the District's eight wards. An ANC consists of representatives (commissioners) elected by neighborhood Single Member District (SMD). The city's ANCs advise the District government on issues related to zoning, social service programs, health, police protection, sanitation, and recreation. For more information regarding a specific ANC, visit www.anc.washingtondc.gov.

Applicant

The responsive organization/entity selected by the Review Panel to operate the UCC CDC, also referred to as the "Provider".

Basic Services

The Basic Services of the grant consist of the recurring grant requirements for which the Provider is awarded a Grant.

Center

The Child Development Center (CDC).

Child Development Center (CDC)

The CDC facility is an early care and education facility, also referred to as the Center.

Grant Administrator (GA)

For the purposes of this solicitation, the GA shall be a designated person at the Early Care and Education Administration (ECEA)

DCMR

The District of Columbia Municipal Regulations (DCRM).

DHS

The District of Columbia Department of Human Services (DHS), the administering agency responsible for awarding the initial start-up grant monies to the Provider to initiate a grant with the District to operate the CDC.

District

The District of Columbia (DC), a municipal corporation. Additionally, the District means all authorized District agencies and their representatives having jurisdiction over the Facility.

District Furnished Property

Property in the possession of or directly acquired by the District and subsequently made available to the Provider to use in the performance of the grant.

District Owned Property

All property owned by, leased to the District, or acquired by the District under the terms of the grant, including District-furnished property.

District Quality Assurance

These are the various functions, including inspections, by the District to determine whether a Provider has fulfilled the grant obligations. District Quality Assurance is different from and is not a substitute for Provider Quality Control.

DOH

The District of Columbia Department of Health (DOH), Health Regulation Administration, whose mission is to license the Provider to operate the CDC.

DPR

The District of Columbia Department of Parks and Recreation (DPR) whose mission is to enhance the physical, mental, and social well-being of District residents by providing quality, client focused leisure and recreation services in the District parks in a safe and attractive recreation facilities. DPR shall perform the initial playground certification, and inspect the playground equipment twice a year.

Drawings

Are the graphic and pictorial portions of the RFA # 0721-07 showing design, location, and dimensions of the UCC, generally including plans, notes, elevations, sections, details, schedules and diagrams.

Environmentally Preferable Products (EPP)

Environmentally preferable products are products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose.

ECEA

The Early Care and Education Administration (ECEA) a component of the Department of Human Services (DHS), whose mission is to ensure that the government and private sectors are aware of and responsive to the child development and early education needs of the community. This is done on behalf of children and families and in partnership with the public and private sectors including all that are concerned with the future of children in the District of Columbia.

Facility

The entire Unified Communications Center (UCC) complex, including the CDC unless otherwise stipulated.

Facility Inspection

Scheduled and/or unannounced but documented inspection of facilities by the District to monitor level of Provider delivery of early care and education services. The Grant Administrator (GA) shall randomly select the areas of facilities that shall be inspected.

Furnishings

All equipment and furnishing provided by the District for use by the Provider.

Grant

The monies awarded by DHS' Office of Grant Management (OGM) in the form of start-up capital shall be used for consumables., start-up equipment, and utility fees to an organization that shall provide early care and education at the UCC CDC as outlined in the Section C: Program Scope.

Grant Administrator (GA)

The District agency responsible for distribution and monitoring of the grant monies awarded by DHS' Office of Grant Management (OGM).

Hazardous Materials

- Any waste, substances, or materials (whether solids, liquids or gases) that are:
 - 1. hazardous, toxic, infectious, explosive, radioactive, carcinogenic or mutagenic;
 - 2. now or become defined as pollutants, contaminants, hazardous wastes or substances, toxic substances, radioactive materials, solid waste or other similar designations in or otherwise subject to District and Federal regulations;
 - 3. present on the premises and can cause or threaten to cause, a nuisance pursuant to applicable statutory or common law upon the premises, facilities or properties;

Inspections

➤ DHS shall examine and assess provider performance of services to determine whether they conform to grant requirements.

Key Provider Personnel

Individual(s) employed by the Provider who has (have) the responsibility and authority for fulfilling any of the requirements of the Statement of Work.

LSDBE

A business, which has been certified as a Local, Small, Disadvantaged Business Enterprise (LSDBE) by the Office of Local Business Development (OLBD), http://www.olbd.dc.gov.

NAEYC

The National Association for the Education of Young Children (NAEYC) http://naeyc.org.

Normal Working Hours

The Unified Communications Center's (UCC) Normal Working Hours are 24/7/365 days per year including weekends and holidays.

OCTO

The Office of the Chief Technology Officer (OCTO) whose mission in this project is the development and construction of the Unified Communications Center (UCC).

OGM

The Office of Grants Management (OGM), a component of the Department of Human Services (DHS), tasked with the Grants Development and Management Services activities to provide grant acquisition and distribution services to the DHS' administrations and offices so they can increase and/or maintain services.

OPM

The Office of Property Management (OPM) - Its mission is to ensure that all District of Columbia District facilities are maintained properly under Consolidated and Performance Maintenance contracts.

OUC

The Office of the Unified Communications whose mission shall be to implement the management structure and standards, and new technology to consolidate the communications agencies for Public Safety (911, 311), and Non-Public Safety (727-1000) calls and provide "command and control" functions of Police, Fire, Emergency Medical Services, Emergency Management Agency, and Public Services. The OUC has jurisdiction over the UCC and is in charge of all operations and activities in the Facility.

Ownership and Use of Drawings, Specifications and Other Instruments of Service:

The drawings, specifications, and other documents are Instruments of Service through which the space for which the service rendered by Provider is described. Instruments of Service are viewable by appointment on the Facilities' project site, or may be purchased by arrangement through the UCC construction project offices.

Preventive Maintenance (PM)

Preventive Maintenance (PM) is a program of maintenance activities performed on a fixed schedule with the intent of keeping equipment in reliable operating condition and preventing deterioration. PM shall be employed as a means to lengthen the life of the CDC facility and equipment and to ensure maintenance funds are spent wisely. An effective comprehensive preventative maintenance program for the facility shall be administered by OPM for the entire facility.

However, preventative maintenance measures shall be coordinated and implemented in the CDC in accordance with the larger facilities management's group program. Internal preventative maintenance procedures shall be developed per the Planning Guide for Maintaining School Facilities, that may be obtained through the National Center for Education Statistics (NCES) at the following website address, http://nces.ed.gov/pubsearch/pubsinfo.asp?pubid=2003347.

Provider

The responsive organization/entity selected by the Review Panel to operate the UCC CDC, also referred to as the "Applicant".

Quality Assurance Evaluation

Methodologies by which the District assures that Provider's performance in providing the highest quality early care and education services by responding to UCC occupants' early care and education needs and for improved quality of service.

Quality Control (QC)

Ways by which Provider assures the District that quality services are shall be provided to satisfy the requirements of the grant.

Quality Service Tenant Survey

Survey questionnaires put together every quarter by the District with the objective of ascertaining how the clients/parents rate Provider performance. The Provider shall provide the measurement factors the District will utilize to develop and administer the surveys.

Repair

A Repair is an act of restoring inoperable, dysfunctional or deteriorated equipment, systems, or material to a fully functional, non-deteriorated state. Repairs usually involve some combination of labor and replacement parts, components or materials. A "Minor Repair" is a repair that is the Provider's responsibility with no reimbursement from the District.

REGS

District or Federal regulations.

Review

Inspection of program, documents and facility for compliance by any duly authorized official of the District having jurisdiction over the performance of this grant, or responsibility pertaining to the UCC or Facility.

Satisfactory Resolution of Validated Complaints

A log of validated complaints by the GA for which the Provider must maintain a record of the resolution rate of the complaints to the satisfaction of the GA as well as the appropriate District or Federal agency having jurisdiction over the care and welfare of children, up to and including Child and Family Services Agency.

Security Systems

- Security Systems includes:
 - 1. Systems to detect intrusion into the building or areas of the building, including sensors and camera systems; and,
 - 2. Access control systems, such as automatic card readers for building, room or parking lot access.
 - 3. Magnetometers and associated equipment for screening persons entering the building(s).

Tour

A tour is either scheduled visits to the facility and playground for the purpose of assuring that equipment is well maintained and running properly, that the food service prep-area equipment and playground equipment are in good order and without safety hazards. Tours may also be conducted for perspective clients/parents.

UCC

The Unified Communications Center. The UCC project is the construction of a state-of-the-art unified communication Center in a neighborhood community that provides economic development and community revitalization benefits to Ward 8 and takes advantage of the consolidation of like functions, personnel, equipment and systems, provides cost benefits from consolidation, and improves service delivery and public safety to District citizens. The UCC is under the jurisdiction of the OUC. The UCC facility construction is managed by the District of Columbia's Office of the Chief Technology Officer.

WARD 8

A bounded area delineating one of the District of Columbia's eight (8) political jurisdictions, http://dc.gov/neigh_ciz/ward8.shtm. The UCC Child Development Center is located in Ward 8.

UNIFIED COMMUNICATIONS CENTER CHILD DEVELOPMENT CENTER OPERATION RFA # 0721-07

GOVERNMENT OF THE DISTRICT OF COLUMBIA STATEMENT OF CONFIDENTIALITY

I,	hereby affirm		
hat I will hold confidential any information gathered or disclosed to me as a ELOA project staff			
member/volunteer as set forth in Section §16-2363	3 of the Prevention of Child Abuse and		
Neglect Act of 1977. I also affirm that I will not o	lisclose any information from any ELOA		
project meetings that is not a matter of public recor	rd.		
I understand that the unauthorized disclosur	re of any information divulged to me pursuant		
to D.C. Law §16-2363 will be considered a misder	neanor and upon conviction thereof, subject		
me to a \$250 fine or imprisonment for not more that	at ninety (90) days, or both under D.C. Law		
§16-2363, unless released for purpose related to th	e treatment of the child and/ or his/her family.		
By signing the document, I acknowledge that I have read and fully understand the			
statement contained herein.			
Signature/Title	Date		
Name of Organization			